

Return this form and all attachments to the Legal Department 10 days prior to the event

CHECK OFF LIST FOR CITY EVENTS

Name of City employee accepting application: _____ Date: _____

Event Date: _____

Initials

Agreed by Legal
Agreed by Business License

NAME OF EVENT: _____

Applicant Name: _____ Phone: _____

Cell: _____

Applicant Business Name: _____

Type of Business/Organization: _____

Non-Profit: Yes No

Items below are to be checked off by a City of St. George employee only

Done	Mandatory items that must be attached to the application
<input type="checkbox"/>	Verify the Event Guidelines - Application Agreement is signed
<input type="checkbox"/>	Copy of the Southwest Utah Public Health Permit attached (EXAMPLE ATTACHED for food vendors only)
<input type="checkbox"/>	Copy of the Food Handlers Permit attached (EXAMPLE ATTACHED for food vendors only)
<input type="checkbox"/>	A Tax number is required, and will be assigned to each applicant at the event
<input type="checkbox"/>	Applicants Information must be listed on the SUB-LICENSE BUSINESS LICENSE LIST There is a \$5.00 license fee for each applicant.

TAX-EXEMPT ORGANIZATIONS ARE NOT REQUIRED TO PROVIDE PROOF OF INSURANCE

Done	Mandatory Liability Insurance Certificate
<input type="checkbox"/>	Copy of applicants Insurance Certificate attached (EXAMPLE ATTACHED)
<input type="checkbox"/>	Verify the Insurance certificate has the applications business name on it
<input type="checkbox"/>	Verify the Insurance certificate has current policy dates listed
<input type="checkbox"/>	Verify the insurance certificate list the City of St. George as an additional insured
<input type="checkbox"/>	Verify the certificate has the name and dates of the event
<input type="checkbox"/>	Verify the insurance policy limits are correct

If all boxes are not checked off DO NOT ACCEPT the application

Required Insurance Limits	
Each Occurrence	\$648,700
General Aggregate	\$2,221,700
Damage to Property	\$259,500

These Insurance limits are subject to change:



City of St. George

Event Guidelines and

Exhibitor/Vendor Release Waiver and Indemnification Agreement

GUIDELINES:

1. **Booth Equipment:** Food and Non-Food Vendor/Exhibitors. All vendor/exhibitors must provide all booth materials including canopies, cooking equipment & supplies, floor coverings, grease catchers, extension cords, tables' chairs, eating utensils, serving utensils, napkins, plates, cups, sunshades, decorations, price list, signs, etc.
2. **Booth Personnel:** All vendor/exhibitors personnel are to be dressed in some form of uniform or costume which adds to the quality of the event, and presents an attractive addition to the event. A full description or picture must accompany the application.
3. **Food Handlers Permit:** REQUIRED FOR ALL FOOD VENDORS. All vendor/exhibitors shall display a copy of a current or temporary Food Service Permit on their booth. Temporary permits may be obtained through the Southwest District Health Department - Environmental Health Division, 620 S. 400 E., St. George, UT 84770, Monday through Friday 8 a.m. ~ 5 p.m., (435) 986-2580.
4. **Compliance with Law:** All vendor/exhibitors agrees to strictly observe all laws and ordinances of the State of Utah, Washington County Health Department, and the City of St. George, which in any respect relate to the business conducted by vendor/exhibitor, together with all rules and regulations. No smoking except in designated areas. Consumption or selling of alcoholic beverages is prohibited on City property. The City shall have the right to inspect at all reasonable times the premises occupied by vendor/exhibitor. Willful violation of or failure to comply with any of said laws or regulations shall be cause for cancellation of this agreement by the City.
5. **Trash Receptacles:** All vendor/exhibitors must provide *plastic bags* to place in trash cans near your booth. You will be responsible for cleaning your own immediate area throughout and at the end of each day and bagging your garbage. City crews may periodically pick up bags if available. ***All liquid or solid waste must be disposed of properly. Do not dump into the storm drain.***
6. **General Liability and Property Damage Insurance:** All vendor/exhibitors must provide a Certificate of General Liability and Property Damage Insurance, showing that the applicant has comprehensive general liability and property damage policy that includes contractual liability coverage's. The City shall be named as an additional primary insured. The minimum general liability and property damage liability shall be as follows:
 - (a) Comprehensive general liability insurance for injuries, including accidental death, to any one person in any one occurrence in an amount not less than \$648,700 Dollars.
 - (b) Comprehensive general liability insurance for injuries, including accidental death, two or more persons in any one occurrence in an amount not less than \$2,221,700 Dollars.
 - (c) Broad form property damage insurance in an amount not less than \$259,500 Dollars per occurrence.

7. Taxes, permits, certificates and any licenses required are the responsibility of the vendor/exhibitors, except license fees, which is included in your application fee. The City of St. George reserves the right to limit the number and type of exhibitors or vendors.

EXHIBITOR/VENDOR RELEASE WAIVER AND INDEMNIFICATION AGREEMENT

This Release, Waiver and Indemnification Agreement is hereby given by _____ (“Indemnitor”), on the one hand, in favor of The City of St. George, Utah, _____; (hereinafter the “EVENT”);
(Write name of event here)
 (“indemnitees”) and all other sponsors, donors, volunteers, organizers, and fundraisers.

Recitals

- A. Indemnitor is an Exhibitor/Vendor at the EVENT, to be held the _____ day of _____ 20____, at properties owned, managed, controlled, or administered by the City of St. George, Utah and The City of St. George EVENT organizing committee.
- B. Indemnitor recognizes the potential for risk of harm to persons and property at the City of St. George, and
- C. Indemnitor desires that Indemnitees not be at risk for activities of the Exhibitor/Vendor at the EVENT, including the activities of Indemnitor.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Indemnitor covenants as follows:

Agreement

1. Indemnitor hereby releases Indemnitees and forever waives Indemnitor’s claims against Indemnitees for any and all claims, causes action, damages, demands, penalties, and costs, including attorney fees that arise in relation to the EVENT.
2. Indemnitor acknowledges that this Release applies to all claims or causes of action which currently exist or which have existed, or which may arise or are discovered in the future in relation to Indemnitor’s activities at the EVENT.
3. Indemnitor intends this to be a complete and total release of all claims, whether known or unknown, fixed or contingent, or whether the facts hereafter prove to be other than or different than the facts known by the Indemnitor or believed by Indemnitor, and this Release and Waiver shall be construed as broadly as the law allows to accomplish this stated intention.
4. Indemnitor represents and agrees that no legal action of any kind will be taken against Indemnitees by them in relation to the EVENT.
5. Indemnitor shall indemnify and hold Indemnitees harmless for any and all claims, demands, loses, costs, obligations, and liabilities Indemnitees may incur or suffer in direct or indirect relation to Indemnitor’s acts or omissions at the EVENT.
6. Indemnitor shall also indemnify and hold Indemnitees harmless from any and all claims, demands, losses, costs, obligations and liabilities that Indemnitees may incur or suffer as a result on Indemnitor’s breach of any agreement, covenant, or warranty in this agreement. Indemnitor shall further indemnify and hold Indemnitees harmless from any and all liabilities, claims, and causes of actions arising from the operation of the EVENT. The indemnity obligations of this paragraph shall include indemnity for reasonable attorney fees and court costs incurred.

This Agreement shall be governed by the laws of the State of Utah and shall be binding upon Indemnitor’s heirs, successors, agents or assigns and shall be for the benefit of (i) Indemnitees, their employees, officers, agents, affiliates, agents and assigns and (ii)all City of St. George employees, volunteers, donors, sponsors, organizers and fundraisers.

DATED this _____ day of _____, 20_____

By: _____

Title: _____

CITY OF ST. GEORGE
175 East 200 North
St. George, Utah 84770
APPLICATION FOR BUSINESS LICENSE
(Lessee Sub-License)

Event Name _____ Date _____

Name of Business _____ Business Phone _____

Name of Applicant _____ Home Phone _____

Residence Address _____

Mailing Address (If Different) _____

Temporary Special Event Sales Tax Number _____

Applicants Drivers License Number State _____ Number _____

Location of Sales Point (booth or stall, if numbered) _____

Product or Service Sold _____

Name of Sales Person if Not Applicant _____

If Corporation of Partnership, Give Names and Address of Officers of General Partners

LICENSE FEE PAYABLE:

Five (5) Day License Fee	(\$5.00)	\$ _____
Thirty (30) Day License Fee	(\$10.00)	\$ _____
TOTAL		\$ _____

I understand that falsifying any information on this application constitutes sufficient cause for rejection or revocation of my license. I also understand that the City License Officer may require additional information as permitted by the ordinance, and I also agree to supply the same part of this application.

Application Completed by (please print) _____ Title _____

Authorized Applicant Signature _____ Date _____

Office Use Only

Date Received _____ Receipt Number _____ Business L.O. _____



R37-4-2 New Limitation of Judgment Amounts

As a result of the above required calculations, the new limitation of judgment amounts currently required by UCA 63G-7-604(1) has been increased as follows, and is effective July 1, 2010 for claims occurring on or after that date:

1) **The limit for damages for personal injury** against a governmental entity, or an employee who a governmental entity has a duty to indemnify, is **\$648,700 for one person in any one occurrence**, and **\$2,221,700 aggregate** amount of individual awards that may be awarded in relation to a single occurrence; and

2) **The limit for property damages** (excluding damages awarded as compensation when a governmental entity has taken or damaged private property for public use without just compensation) against a governmental entity, or an employee whom a governmental entity has a duty to indemnify is **\$259,500 in any one occurrence**.

CERTIFICATE OF INSURANCE

ISSUE DATE:

PRODUCER:

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER OTHER COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY LETTER A

COMPANY LETTER B

COMPANY LETTER C

COMPANY LETTER D

INSURED:

Name of Applicant

COVERAGES AND LIMITS

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.

CO. LTR.	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF. DATE	POLICY EXP. DATE	DESCRIPTION	LIMITS
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMM. GENERAL LIAB. <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE <input type="checkbox"/> OWNER'S & CONTRACT'S PROT <input type="checkbox"/> _____				GENERAL AGGREGATE PROD-COMP/OF AGG. PERS & ADV. INJURY EACH OCCURRENCE FIRE DAMAGE (One Per) MEDICAL EXPENSE (One Per)	\$2,221,700 \$648,700
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> _____				COMBINED SINGLE LIMIT BODILY INJURY (Per Person) BODILY INJURY (Per Accident) PROPERTY DAMAGE	
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE	
	WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY				<input checked="" type="checkbox"/> STATUTORY LIMITS EACH ACCIDENT DISEASE - POLICY LIMIT DISEASE - EACH EMPLOYEE	
	OTHER INSURANCE Property Damage				Each Occurrence	\$259,500

SAMPLE

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS:

City of St. George is an additional insured with respect to the Insured Participation in: (name the event and dates) (Endorsement required)

NAME AND ADDRESS OF CERTIFICATE HOLDER:

City and County of City of St. George
 Department Name
 Attn:
 Address
 City, State, Zip Code

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.
 (See contract requirements for any changes to this Section.)

AUTHORIZED REPRESENTATIVE:

TEMPORARY FOOD SERVICE APPLICATION

Fee Schedule

Temporary Permit <i>(May Not Exceed 14 days)</i>	1 Day	\$25. ⁰⁰	+\$25. ⁰⁰ if issued On-Site
	2-3 Days	\$50. ⁰⁰	+\$25. ⁰⁰ if issued On-Site
	4-14 Days	\$75. ⁰⁰	+\$25. ⁰⁰ if issued On-Site
Seasonal Permit		\$100. ⁰⁰	Contact office for details

Date: _____

Business Name: _____ Phone: () - _____
(This name will appear on the license and should be the name on the booth)

Mailing Address: _____
 Use Business Owner Address _____ City _____ State _____ Zip _____

E-Mail Address: _____

Type of Business: Corporation Individual Legal Owner Owner Operator Partnership

Name of Business Owner: _____ Phone: () - _____
(NAME OF CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL)

Business Owner Address: _____
 Use Mailing Address _____ City _____ State _____ Zip _____

Principle Contact Person: _____ Phone: () - _____

Type of Operation: Single event *(Good for any one event not to exceed 14 consecutive days)*
 6 Month Seasonal Permit *(valid for up to six months. Contact office for details.)*

Name of Event: _____ Date(s) _____

Location of Event: _____

Event Host: _____ Phone: () - _____
 City _____ State _____ Zip _____

Will all food be prepared at the Temporary Food Service location? Yes No

If No, give the name and address of the *approved commercial kitchen* where food will be prepared:

Name of Kitchen: _____ Address: _____

List ALL prepared food menu items to be served (include prepared drinks, desserts, salads, etc.):

ADDITIONAL MENU ITEMS REQUIRE HEALTH DEPARTMENT APPROVAL!

How will food be kept COLD? Ice chests Onsite refrigerator Onsite freezer Other: _____

How will food be kept HOT? Cooked to order Chafing dish/ crock pot/ roaster Other: _____

How will cleaning cloths be sanitized? Sanitizing wipes Bleach water solution *(use test strips)* Other: _____

How will hand washing facilities be provided? *(Hand washing facilities MUST be located within 25 feet of food preparation areas).*

How will trash be disposed of? Disposal provided by the event Other: _____

How will waste water be disposed of? *(Do not dump waste water on the ground or in storm sewers!)* _____

Signature of Applicant: _____ Date: _____

EVERYONE PREPARING FOOD IS REQUIRED TO HAVE A FOOD HANDLER PERMIT.

PLEASE VISIT WWW.SWUHEALTH.ORG FOR CLASS INFORMATION.

Signature of Health Department Inspector: _____ Date: _____

Approved: Rejected:

Fees Received \$ _____
Initials

FOR OFFICE USE ONLY

Category
 T1 T2 T3 S1 S2 S3

14. Dust and wind blown debris must be controlled.

15. You must collect and dispose of any liquid wastes legally, including hand wash waste. Any liquid waste, which is not discharged directly into a sewage system (not a storm drain) must be collected and legally disposed of.

16. All waste food, food scraps or food residues, including drippings, oil and wash water, must be caught or collected and disposed of properly by you.

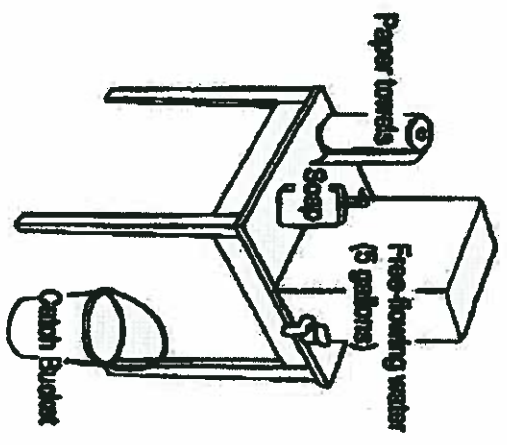
The Southwest Utah Public Health Department reserves the right to prohibit or discontinue, without warning, any food operation it deems a threat to the public health or safety.

"Potentially hazardous" foods mean any food or ingredient, natural or synthetic, in a form capable of supporting the growth of infectious or toxigenic microorganisms. This term includes raw or heat-treated foods of animal origin, raw seed sprouts and treated foods of plant origin. The term does not include foods, which have a pH level of 4.6 or below, or a water activity (Aw) value of 0.85 or less.

Examples: Raw or cooked hamburger, hot dogs, bar-b-que pork and chicken, macaroni salad, potato salad, ice cream, prepared fruit and lettuce salads, etc.

Please contact the Environmental Health Division of Southwest Utah Public Health Department for additional information on requirements for food service and to register your activities.

Correct Handwashing Set-up



Washington & Kane Counties Contact
Southwest Utah Public Health Department
Environmental Health

(435) 986-2580
620 S. 400 E.
Suite # 400
St. George, UT 84770

Iron, Beaver, & Garfield Counties Contact
Southwest Utah Public Health Department
Environmental Health
(435) 865-5180
260 E. DL Sargent Dr.
Cedar City, UT 84721

On The Web
<http://www.swuthealth.org/environmentalhealth.php>
Other Sources of food safety information:

Utah food service rules on the web:
<http://www.rules.utah.gov/publicat/coder/392/r-392-100.htm>



SOUTHWEST UTAH
PUBLIC HEALTH
DEPARTMENT
HEALTH & PROTECTIVE SERVICES

Temporary

Food Service

Establishments

Southwest Utah Public Health Department loves special events, especially those serving good food. Unfortunately, if the food served is not handled or prepared properly it can cause illness or food poisoning. To help prevent this, there are some things you need to know. This guide has been prepared to help you plan and prepare food safely at any of the special events that take place in our area. Please read it carefully. Should you have any questions, please contact the Southwest Utah Public Health Department division of Environmental Health for assistance.

There are five things you **MUST** keep in mind when planning to cook and serve potentially hazardous* foods outside a commercial restaurant.

- Keep your menu simple.
- Always buy foods from an inspected commercial establishment;
- Always cook, heat or cool foods rapidly. Keep raw foods and cold foods cold (below 40°F) and cooked foods hot (above 140°F.);
- Always start with clean equipment and re-clean and sanitize it every hour or when it gets soiled;
- Always use utensils to handle food; never your hands; and keep all foods tightly covered.

Guidelines

Temporary food permits are required at special events or any public gathering or similar events where food is prepared and served to the public. The following guidelines for food service at these special events have been developed from Utah Rules R392-100, "Food Service Sanitation" and from sound food handling practices.

1. Any food service operation serving food more than one or more days in any one fourteen day period must secure a permit from Environmental Health Division of Southwest Utah Public Health Department prior to the event.
2. All persons working with food are required to have a valid food safety permit

3. All foods, including ice and water, must be obtained from sources approved satisfactory by the Environmental Health Division of Southwest Utah Public Health Department. If water is supplied through a hose, the hose must be NSF approved.

4. Potentially hazardous*, cooked or raw cold foods require refrigeration and must be maintained at 40° F or below at all times. Potentially hazardous* hot foods must be maintained at 140° F or above at all times. A probe thermometer will be required at each preparation site for you to check these temperatures.

5. All potentially hazardous* food must arrive ready to be served or ready to be cooked, and when cooked, must require minimal preparation to be served. An enclosed facility will be required for more involved food service activities.

6. Keep all foods protected from dust, dirt, insects and other sources of contamination during storage, cooking, preparation, display, and service.

7. Seafood or shell stock, in any form, may not be served.

8. Don't let people with boils, infected wounds, diarrhea, respiratory infections accompanied by fever or other communicable diseases prepare or help with your food stand.

9. Be sure to wear clean outer garments and effective hair restraints. Tobacco will not be allowed in the preparation and service areas.

10. Equipment and utensils must be kitchen grade, clean and in good repair and stored protected from dirt and insects. If using disposable eating utensils keep sufficient quantities for your customers.

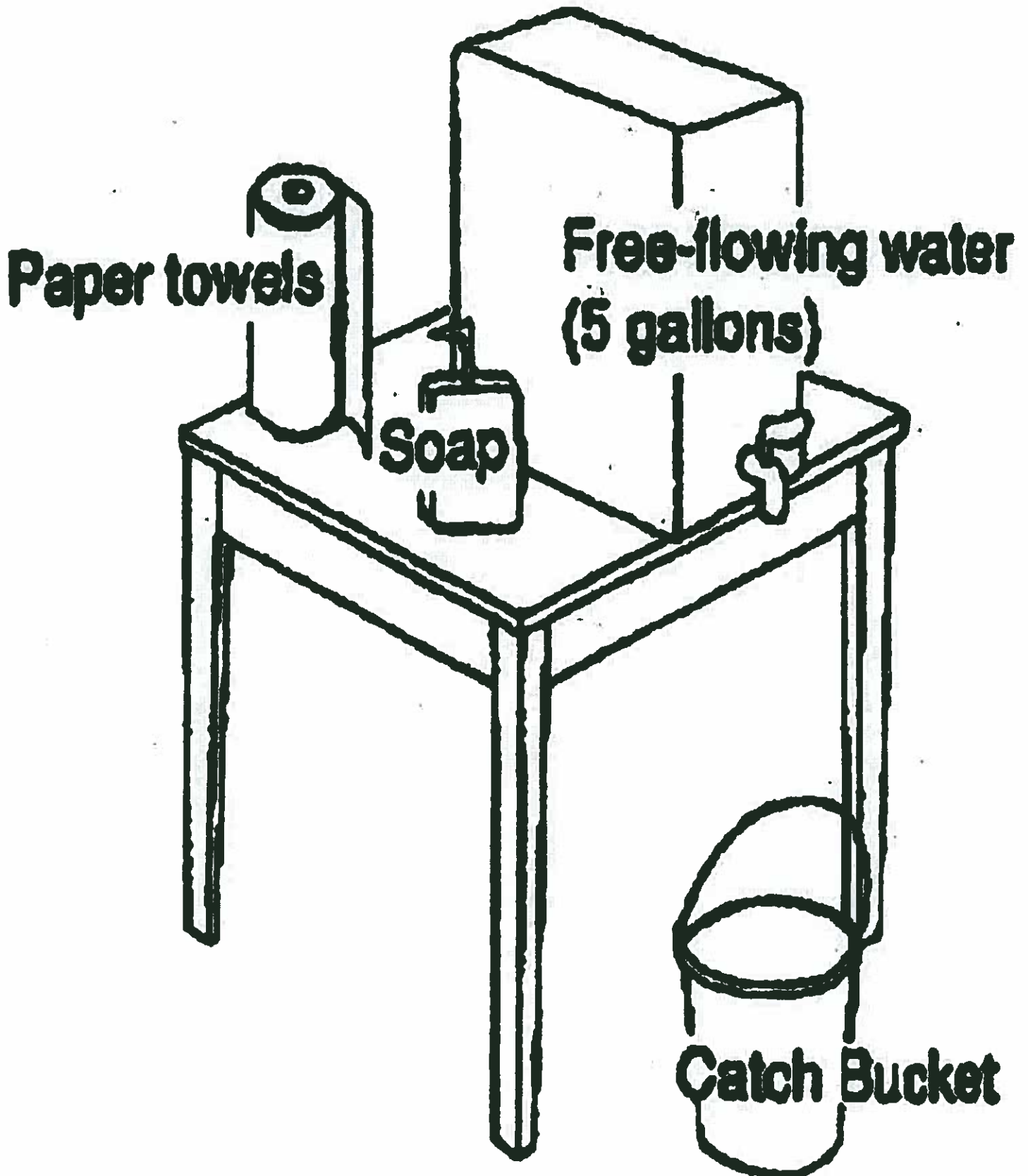
11. All equipment and utensils must be kept clean and protected from contamination throughout their use. Other requirements may be applied if deemed necessary by the Environmental Health Officer.

12. Make plans to ensure clean hands. When a hand wash lavatory with hot and cold water under pressure is not available, a catch pan, a container of water, soap, and disposable towels are required. Disposable food-handling gloves, disposable moist-type sanitizing towels, and hand sanitizers are also encouraged.

13. Food items **MUST** be protected from the consumer and the environment.

- No storage of food or food contact items on the ground.
- All foods must have guards or shields in place or covered at all times
- Available condiment must be in proper dispensers. (Food grade plastic squeeze bottles, individually wrapped straws, etc.)

Correct Handwashing Set-up



EXAMPLE OF SOUTHWEST UTAH PUBLIC HEALTH PERMIT

**Southwest Utah Public Health Department
ENVIRONMENTAL HEALTH
PERMIT TO OPERATE**

(Type of Operation Authorized)

Issued To

On date of issue, the facility was found to be in compliance with applicable rules, regulations and standards and is issued this Permit to operate.
This permit is nontransferable and may be revoked for cause.

Date Issued

Director

Expiration Date

Permit Number

Environmental Health Specialist

This permit must be posted on premise visible to public

EXAMPLE OF FOOD HANDLERS PERMIT

58515 FOOD SERVICE
PERSONNEL PERMIT
S
PUBLIC HEALTH

Name: [REDACTED]
Address: [REDACTED]
Telephone: [REDACTED] Expires: [REDACTED]
Signature: [REDACTED]
District Health Officer: [REDACTED]