

# Special Event Application Instructions and Permitting Requirements

Grand County, Utah

Event Dates \_\_\_\_\_

Event Committee Meeting Date \_\_\_\_\_

## Quick Check List

1. Contact the Travel Council to verify availability of requested date(s).

<input type="checkbox"/> Travel Council date verification	<input type="checkbox"/> General Event Description	<input type="checkbox"/> Sheriff and EMS review
<input type="checkbox"/> Application packet	<input type="checkbox"/> Site plan and/or detailed course map	<input type="checkbox"/> Liability Insurance Certificate
<input type="checkbox"/> Application fee paid	<input type="checkbox"/> DABC license (See 3 below)	<input type="checkbox"/> Indemnification Agreement

2. A Special Event is defined as an event where entrance fees are charged, retail sales are conducted, vendors offer goods or services, races, concerts, dances, exhibitions, lectures or a public assembly, such as a parade, rally or celebration, whether open to the public or not, where daily total attendance may exceed one hundred persons, or that have quantifiable impacts to county services or the health, welfare, or safety of citizens. Special events also include any event available to the public that requires the full or partial closure of a public right of way or use of public property. Special events are of limited duration and shall not exceed fourteen consecutive days, unless otherwise approved.
3. A Temporary Beer License, issued by Grand County, is required for alcohol sales at the event. Applications and further local consent instructions are available at the Clerk's Office, Grand County Courthouse, 125 E. Center, (435) 259-1321. Local consent is granted by Grand County Council and must be approved and processed prior to obtaining a required Special Event Permit from the Utah Department of Alcohol Beverage Control (DABC) – [www.abc.utah.gov](http://www.abc.utah.gov) (801) 977-6800
4. A Special Event Coordinating Committee made up of pertinent County staff meets monthly to review applications. A representative from the event must be in attendance or available by phone.
5. Applications shall be submitted 45 days in advance of the requested event date. Applications will not be reviewed by the Coordinating Committee until the permit fee has been paid and a complete application has been received.
6. A \$100.00 non-refundable administrative review fee is due at the time the application is submitted. If made by check, please make checks payable to Grand County. Grand County also accepts debit and credit cards. Approval shall be valid for the dates specified not to exceed twelve months from the date of issuance.
7. Applications shall be turned in with a detailed site plan and/or detailed course map before the review process begins. Site plans for parades must include information regarding the

number and types of floats, other entries, locations of advance staging, and disbanding areas.

8. All vendors participating in special events are required to obtain a Temporary Sales Tax License from the State of Utah. Each Special Event Licensee is responsible for ensuring compliance with Utah State Tax Commission requirements.
9. Swanny Park and Old City Park reservations are made through the City of Moab (435-259-5121) and may require a special event permit to be issued by the City of Moab. Old Spanish Trail Arena events are made through the Arena Manager (435-259-6226).
10. Special Event organizers shall provide event information to the Grand County Sheriff's Office specifically for the security plan and road closures – costs accrued will be billed separately (see Cost Recovery Surcharge below).
11. Special Event organizers shall provide event information to Grand County Emergency Medical Services in case of needed services – costs accrued will be billed separately (see Cost Recovery Surcharge below).

### **Disclaimer**

**Printed Materials** - the County recommends that applicants do not print brochures, packets, maps, advertisements, etc., or circulate promotional information until you have County approval of the event. The County WILL NOT be responsible for costs of those printed materials, promotional items, etc., particularly if dates, locations and/or other requested services are denied, amended, or changed during the permit process.

**Cost Recovery Surcharge** - events subject to County Council approval will be subject to a cost recovery surcharge, a project specific fee to recover costs incurred by the County for event related public safety, utilities, traffic control and parking, and which may also include or incorporate charges which would otherwise apply for land use permits, building permit fees, temporary structure permits, or other applicable charges. To the extent possible the cost recovery surcharge will be proportionate to impacts and costs generated by the event and shall be calculated to reimburse Grand County for unbudgeted expenses for excess public services, staff time or the like.

**Exceptions** - weddings, family reunions, neighborhood block parties, garage sales, conferences, and similar events held in a regular established permanent facility not exceeding the facility's occupancy and design standards nor creating additional impacts to county services or citizens shall not require a Special Event License.

**Remedies and Penalties** - Persons conducting special events without the licenses required by Grand County or who fail to comply with license conditions or the provisions of Grand County Ordinance 521-2013, (available on the County website [grandcountyutah.net](http://grandcountyutah.net)) may be subject to license revocation as well as civil and criminal remedies and penalties.

In addition to other penalties imposed, such persons shall be liable for all expenses incurred by the County for such services as law enforcement, fire protection, emergency medical services, utilities, traffic control, parking, or for removing or abating any nuisance.

INDEMNIFICATION, HOLD HARMLESS AND RELEASE OF LIABILITY  
AGREEMENT

Whereas \_\_\_\_\_ (hereinafter "User")  
desire(s) to use Grand County (herein after "County") Property or Facilities located at  
\_\_\_\_\_ to engage in the following activities;

\_\_\_\_\_,  
and in consideration of County's willingness to allow User to use said facilities and/or  
property, I

\_\_\_\_\_, as the duly authorized agent acting on behalf of the  
User, herewith agree and promise Indemnify and hold County, its officers, agents, officials  
and employees, and volunteers harmless and release them for and from any liability, costs or  
expenses arising from any action, causes of action, claims for relief, demands, damages,  
expenses, costs, fees, or compensation, whether or not said actions, causes of action, claims  
for relief, demands, damages, costs, fees, expenses and/or compensations are known or  
unknown, are in law or equity, and without limitation, all claims of relief which can be set  
forth through a complaint or otherwise that may arise out of the acts or omissions, negligent or  
otherwise of User, County, and/or their respective officers, agents, officials, members,  
employees, and volunteers, or any person or persons.

In addition, User agrees to repair, solely at Users Cost, all damage to the  
County's facilities or equipment arising out of User's use or possession of said facilities or  
property.

User further agrees and promises to provide County with Certificate of  
Insurance verifying that User has acquired insurance sufficient to support User's promise to  
Indemnify and Hold County Harmless as outlined above.

User acknowledges that User has been advised to consult legal counsel and have  
had the opportunity to consult with legal counsel prior to entering into this Indemnification /  
Hold Harmless / Release of Liability Agreement.

User understands and agrees that, by signing this Indemnification / Hold  
Harmless / Release of Liability Agreement, that User relinquishes all rights or claims to  
adjudication or recourse to which User may be entitled in relation to any damages or injury  
that may arise out of the above described activities.

User warrants that User enters into this agreement with full knowledge of the  
meaning and future effect of the promises, releases and waivers contained herein.

User warrants that User has entered into the releases and waivers contained in  
this Agreement voluntarily and that User makes them without any duress or undue influence of  
any nature by any person or entity.

User agrees to assume all risk, chance or hazard that any loss sustained by User  
or any other person or entity may be greater or more extensive than is known, anticipated or  
expected.

\_\_\_\_\_  
Signature of User Agent

Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of User Agent



**GRAND COUNTY**  
125 E. Center  
Moab, Utah 84532  
435-259-1321

## **SPECIAL EVENT APPLICATION**

Applications Due 45 Days in Advance of Proposed Event  
that begins, crosses into, or ends in Grand County boundaries

**DATE APPROVED:** \_\_\_\_\_

### **FOR OFFICE USE ONLY**

Date of Submittal \_\_\_\_\_ Travel Council date verified: \_\_\_\_\_

\$100.00 Application Fee Received \_\_\_\_\_ (non-refundable administrative review fee)

Proposed Event Start Date \_\_\_\_\_ End Date \_\_\_\_\_

Start Time \_\_\_\_\_ End Time \_\_\_\_\_

### **APPLICANT INFORMATION**

Event Sponsor: \_\_\_\_\_

Organization: \_\_\_\_\_ web address: \_\_\_\_\_

Mailing address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ zip code \_\_\_\_\_

Phone: \_\_\_\_\_ cell: \_\_\_\_\_ fax: \_\_\_\_\_

Email address: \_\_\_\_\_

Do you currently have or have you previously had a permit in Grand County? \_\_\_ Yes \_\_\_ No

If yes, event type, name, and location: \_\_\_\_\_

### **EVENT LOCATION**

Property(s) to be used: \_\_\_\_\_

Property location and description: \_\_\_\_\_

Property acreage (if applicable): \_\_\_\_\_

Surrounding land uses: \_\_\_\_\_

### **EVENT DESCRIPTION**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# SPECIAL EVENT APPLICATION

Max number of participants: \_\_\_\_\_ Number of volunteers & event staff: \_\_\_\_\_

## **SINGLE POINT OF CONTACT FOR DAY OF EVENT**

Name \_\_\_\_\_

Cell phone \_\_\_\_\_

### **VENDOR/FOOD/ALCOHOL** *check all that apply*

<input type="checkbox"/> Vendors giving away products/services/food	<input type="checkbox"/> Vendors selling products/services/food
<input type="checkbox"/> Food catered	<input type="checkbox"/> Food prepared on site
<input type="checkbox"/> Alcohol (see County Clerk's Office for forms); allow at least 45 days minimum for state and county approval process.	

## **SITE PLAN and/ or DETAILED COURSE MAP**

A detailed diagram shall be provided (attached separately) demonstrating, at a minimum, the following information:

- An outline of the entire event venue including the names of all streets or areas that are part of the venue and the surrounding area. If the event involves a moving route of any kind, indicate the direction of travel and all street or lane closures. No permanent paint shall be applied to public property for marking course routes.
- Location, type, number, and description of all temporary structures to be used in the event, including: stages, platforms, scaffolding, bleachers, grandstands, canopies, tents, booths, vehicles, trailers, etc.
- Location, type, and provider of solid waste containers
- Location, type, and provider of restroom / toilet facilities
- Location of operator's headquarters at the gathering
- Location of all beer gardens and cooking areas
- The location, size, and type of proposed audio, lighting, visual equipment, open fires, and pyrotechnics
- Parking areas and overflow parking areas
- Shuttle plan
- Access ways, including points of ingress and egress
- Vendor stations
- Generator locations and/or sources of electricity
- First aid and water stations

## **REQUIRED SUPPORTING DOCUMENTS**

The following supporting materials are required:

- Sanitation service commitments
- Recycling plan
- Proof of liability insurance: approved applications are only valid if a current certificate of insurance that meets County specifications is on file.
- Indemnification and Reimbursement Agreement

# SPECIAL EVENT APPLICATION

- Sales tax license
- Information concerning all admission fee charges, booth fees, rental charges, or similar information relating to fees generated by the event
- A description of the number and types of vendors planned for the event
- Information concerning proposed traffic control, emergency medical service, fire protection, and security measures
- UDOT permit, if applicable, for state roads
- Notarized property owner(s) signature(s), see attached form
- BLM permit, if applicable
- Forest Service, if applicable

## APPLICANT CERTIFICATION

I certify under penalty of perjury that this application and all information submitted as a part of this application are true, complete and accurate to the best of my knowledge. Should any of the information or representations submitted in connection with this application be incorrect or untrue, I understand that Grand County may rescind any approval, or take any other legal or appropriate action. I also acknowledge that I have reviewed the applicable Grand County Ordinance located on the County website ([grandcountyutah.net](http://grandcountyutah.net)) and that items and checklists contained in this application are basic and minimum requirements only and that other requirements may be imposed that are unique to the event. I understand approval is non-transferable and valid only for the above mentioned location, dates, and applicant.

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name \_\_\_\_\_

Organization \_\_\_\_\_

## FOR OFFICE USE ONLY

### EVENT COMMITTEE REVIEW / AGENCY SIGNATURES

#### **Grand County:**

Moab Area Travel Council (435-259-1370) \_\_\_\_\_

Grand County Clerk (435-259-1378) \_\_\_\_\_

Building Department (435-259-1343) \_\_\_\_\_

Fire Department (435-259-5557) \_\_\_\_\_

Road Department (435-259-5308) \_\_\_\_\_

Sheriff's Office (435-259-8115) \_\_\_\_\_

Planning Department (435-259-1343) \_\_\_\_\_

Emergency Medical Services (435-259-1341) \_\_\_\_\_

#### **Moab City:**

Moab City Public Works Department, if required, (435-259-5121) \_\_\_\_\_

Moab City Police Department, if required, (435-259-5121) \_\_\_\_\_

#### **State:**

Southeastern Utah Health Department, if required (435-259-5602) \_\_\_\_\_

UDOT permit, if required (435-636-1402) \_\_\_\_\_

BLM permit, if required (435-259-7012) \_\_\_\_\_

**PRIVATE PROPERTY OWNER INFORMATION**

Attach additional pages as needed

Property Owner Name (Printed): \_\_\_\_\_

Address: \_\_\_\_\_ city \_\_\_\_\_ state \_\_\_\_\_ zip code \_\_\_\_\_

Phone: \_\_\_\_\_ cell: \_\_\_\_\_

Email address \_\_\_\_\_

**AFFIDAVIT**  
**PROPERTY OWNER**

STATE OF UTAH )

§

COUNTY OF GRAND )

I (we), \_\_\_\_\_, certify that I (we) am (are) the owner(s) of the property identified in the attached application for a special event and that all materials are true and correct to the best of my (our) knowledge. Should any of the information or representations submitted in connection with this application be incorrect or untrue, I understand that Grand County may rescind any approval, or take any other legal or appropriate action. I also agree to allow appointed agent(s) of the County to enter the subject property to make any necessary inspections thereof.

Property Owner's Signature: \_\_\_\_\_

Print Name \_\_\_\_\_

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Notary Public)

Residing in: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

