



Angels Landing Lease Agreement
(Public Use Available Dates:
May 15th-September 31st)

Best Friends Animal Society (Lodging Dept.) • 5001 Angel Canyon Rd • Kanab, UT 84741
Phone: 435-644-2001 ext. 4826 • Email: lodging@bestfriends.org

Name: \_\_\_\_\_ ("Leasing Party")
(as it appears on credit card)

Address: \_\_\_\_\_
(billing address for credit card)

Email Address: \_\_\_\_\_ Phone Number(s) \_\_\_\_\_
Cell Home

Description of Event: \_\_\_\_\_ (the "Event")

Date(s) Requested: \_\_\_\_\_ Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_
(consider if you need the day before to set up) 7 am or later no later than 11 pm

Number of guests: \_\_\_\_\_ Number of tables needed: \_\_\_\_\_ Number of chairs needed: \_\_\_\_\_

Please confirm the following statements:

- It is understood that Angels Landing is available for Leasing Party's use for the date(s)/time shown above.
It is understood that Leasing Party will have no more than the above number of people attending.
It is understood that prior permission is required for any structures to be erected on the grounds (e.g., tents, flooring, stages). Please contact Best Friends Animal Society with your request and specific details. (Blue staking may be required to prevent damage to electrical and sprinkler lines).
It is understood that Leasing Party is responsible for the set up and return of any chairs or tables used and Best Friends Animal Society makes no representations or warranties as to the safety or quality of the personal property available for Leasing Party's use at Angel's Landing.
It is understood that Leasing Party takes full responsibility to clean up and leave Angels Landing in the same condition as it was prior to the Event. There are garbage/recycle bins for proper disposal of trash. If there is more trash than will fit in the bins, Leasing Party must remove that trash immediately (same day). Because of wildlife, trash, whether bagged or not, cannot be left out overnight.

- It is understood that Leasing Party is not permitted to light any fires whatsoever or have any open flames at Angels Landing. This includes any type of candles/tea lights.
- It is understood driving any motor vehicle on the lawn/turf is not permitted.
- It is understood that parking is limited at Angels Landing. It is strongly recommended that Leasing Party arranges for a shuttle service to ensure that Leasing Party's attendees are able to access the Event. It is understood that Best Friends Animal Society does not provide any such shuttle service. Any third-party who contracts to provide such service are deemed to be a "Vendor" and are subject to the Insurance section below. Leasing Party agrees it will request any Event attendees who are parking outside of the attached lot, park in the large open lot to the *left* of the Welcome Center lot (the RV lot)
- It is understood that the full rental fee is due by credit card at the time the reservation is made. The credit card information will be kept on file. Angels Landing will be inspected the day following the event. If there are any damages to the property, including the personal property provided by Best Friends Animal Society for Leasing Party's use or trash/recycling has not been removed, the \$500 "Security Fee" set forth below will be charged to the Leasing Party's credit card on file.
- It is understood that there will be a \$50 charge for any lost or misplaced Angels Landing keys.
- Leasing Party agrees that Best Friends Animal Society may require Leasing Party and Leasing Party's guests to follow certain safety protocols associated with the Event consistent with Best Friends Animal Society's policies ("Safety Protocols"). These Safety Protocols may exceed any state or local requirements. Safety Protocols may include but are not limited to social distancing and the wearing of masks. Safety Protocols are subject to change at the sole discretion of Best Friends Animal Society. Best Friends Animal Society will inform Leasing Party prior to the Event any Safety Protocols that will apply to the Event.
- It is understood that Best Friends Animal Society's employees may stop by the Event to confirm that all rules as set forth in the Additional Information and the Safety Protocols are being followed. Failure to abide by the rules set forth in the Additional Information and Safety Protocols may result in Leasing Party and Leasing Party's guests being instructed to leave Best Friends Animal Society's property. No refund will be provided to Leasing Party for the rental fee if Leasing Party and Leasing Party's guest are instructed to leave the property due to a failure to abide by the rules set forth in the Additional Information and Safety Protocols.
- It is understood that the rates for the lease of Angels Landing are as follows:

### **Pricing**

**1-300 people:** \$1,500 - rental fee Friday-Sunday

\$750 - rental fee Monday-Thursday

\*Half Price rental fee for any additional days before or after Event (needed for set up or tear down)

\$500 - Security Fee

\$50 - Charge for any lost or misplaced Angels Landing keys.

\*Prices subject to change. Please email [lodging@bestfriends.org](mailto:lodging@bestfriends.org) to confirm current pricing.

### **Cancellation Policy**

If you need to cancel your reservation for any reason, please contact Best Friends Animal Society immediately at (435)

644-3400 or [lodging@bestfriends.org](mailto:lodging@bestfriends.org). Please read the cancellation policy carefully.

The following conditions will apply when a cancellation occurs:

1. A Leasing Party who provides less than 15 days' notice will not receive any refund.
2. A Leasing Party who provides greater than 15 but less than 59 days' notice will receive a 50% refund, minus a \$25.00 administrative processing fee.
3. A Leasing Party who provides more than 60 days' notice will receive a refund of their payment, minus a \$25.00 administrative processing fee. A Leasing Party who provides more than 60 days' notice and reschedules for the planned Event to take place within a year of the initially scheduled date of the Event will not be charged the \$25.00 administrative processing fee. It will not be possible to reschedule for any date during the calendar month of September.

### **Cancellation by Best Friends Animal Society**

It is understood that Best Friends Animal Society makes no guarantee as to the physical condition of Angels Landing or the road leading to Angels Landing at the time of the scheduled Event. Best Friends Animal Society has the sole discretion to cancel the Event at Angels Landing if at any time from (a) the time Best Friends Animal Society cancels the event to (b) the date of the event, Best Friends Animal Society has closed its' premises to outside visitors or if the event as described would be in violation of any governmental directive, including but not limited to directives limiting the number of persons at any gathering. If Best Friends Animal Society cancels the event, for any reason other than the Leasing Party not obtaining and maintaining the insurance coverage set forth below, Best Friends Animal Society will provide the Leasing Party a full refund of the rental fee paid by Leasing Party.

### **Indemnification and Hold Harmless**

The Leasing Party understands and agrees that Leasing Party is solely responsible for the Leasing Party and Leasing Party's guests' and Vendor's (defined below) actions, health, and safety arising from or related to the event at Angels Landing and the Leasing Party shall indemnify, defend and hold harmless Best Friends Animal Society and its officers, directors, agents, members and employees from and against any and all demands, claims, damages to persons or property, losses and liabilities, including reasonable attorney's fees in connection with Leasing Party and Leasing Party's guest use of the Angels Landing.

### **Insurance**

Leasing Party agrees to obtain, at Leasing Party's sole cost and expense Special Event Liability Insurance ("Insurance Policy") with a single liability limit of not less than \$1 million and general aggregate limit of not less than \$2 million. Best Friends Animal Society shall be named as an additional insured on the Insurance Policy and Leasing Party agrees to provide a certificate of insurance to Best Friends Animal Society not less than ten (10) days prior to the Event. The Insurance Policy shall be non-cancelable and not subject to material change except after thirty (30) days written notice to Best Friends Animal Society. If alcohol will be served at the Event, the Insurance Policy must include Liquor Liability coverage. This Liquor Liability coverage should protect Leasing Party and Best Friends Animal Society against any alcohol-related accidents and Leasing Party understands that Leasing Party is ultimately liable for the safety of Leasing Party's guests. If Leasing Party is using an outside vendor ("Vendor"), the Vendor must also provide to Best Friends Animal Society a certificate of insurance evidencing insurance coverage in the same amounts as the Insurance Policy, with Best Friends Animal Society named as an additional insured on the policy not less than seven (7) days prior to the Event. Failure to obtain and maintain the insurance, or provide the certificate of insurance as provided in this section may result in Best Friends Animal Society's cancelling the Event. If the Event is cancelled by Best Friends Animal Society based on Leasing Party or Vendor not providing evidence of insurance, Leasing Party will *not* receive any refund for the rental fee that has been paid.

Leasing Party's signature below indicates that Leasing Party has read, understands and is in agreement with all of the above terms and that Leasing Party has read, understands and agrees to abide by the instructions contained in the Additional Information included at the end of this document.

**Signature:** Leasing Party represents and agrees that Leasing Party (or Leasing Party's representative) is an adult of legal age, is legally competent to enter into this Agreement. If signing electronically: Leasing Party (or Leasing Party's representative) acknowledges that Leasing Party has read this Agreement and indicate Leasing Party's intent to electronically sign and be bound by the terms and conditions therein. Leasing Party agrees that Leasing Party (or Leasing Party's representative) electronic signature is intended to authenticate this writing and to have the same force and effect as a manual signature for purposes of validity, enforceability, and admissibility.

Signature of Leasing Party: \_\_\_\_\_ Date: \_\_\_\_\_

If Executing on Behalf of an Entity – Printed Name of Entity, Printed Name of Representative and Title:

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To confirm your Angels Landing reservation please call us at 435-644-2001 ext. 4826. Once your payment has been approved, we will send a confirmation by email.

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**Internal use only:** Booking ID # \_\_\_\_\_

Security Fee Charged? \_\_\_\_\_ Amount Charged: \$ \_\_\_\_\_ Date: \_\_\_\_\_

Reason for Charging Security Fee: \_\_\_\_\_

## **ADDITIONAL INFORMATION**

### **Instructions for Use of Angels Landing**

#### **Rules:**

- Vehicles are not permitted on the grass. Damage to the turf will result in a charge of the full security fee
- Entry into the adjoining horse pasture is strictly prohibited
- Camping is not permitted at the Landing under any circumstances
- Use of fire pit and/or grill is not allowed for public events
- Open flames or fires, including candles/tea lights are not permitted on Sanctuary grounds
- Sterno canisters may be used for catered warming trays

#### **Keys:**

- The electrical box and restrooms should be and remain unlocked. However, should something get locked accidentally, keys are in a magnetized black case behind the electrical box. There is a key for the electrical box and one for the restrooms. Also with the magnetized case, is a detailed map showing the location of all the light switches.

#### **During the event:**

- If you experience problems with General Maintenance, please call Paul Kiel @ 801-330-3201
- If you experience problems with Utilities (Electrical/Water), please call Joe Menard @ 607-422-4358
- If you experience problems with Landscaping, please contact the Roadhouse @ 435-644-3400
- If you cannot reach the contact person listed above, please call Jarad Brinkerhoff @ 435-899-9508

#### **End of event:**

- Please leave Angels Landing the way you found it (return everything to its original location)
- Move everything off the grass
- Return all tables and chairs to storage unit
- Remove all trash, not in the garbage/recycle bins, from Angels Landing immediately after the event (same day)
- If the picnic tables are dirty, hose them off
- Picnic tables should be in the gravel areas, not on the grass or the stage
- Pick up animal waste (poop)
- Turn off the lights
- Make sure the keys are returned to the magnetized case behind the electrical box

#### **Day after the event:**

- If you experienced any problems or have any concerns, please notify the Lodging Dept. at 435-644-3400

## **Information About Angels Landing**

### **Occupancy:**

- 300 guests maximum

### **Restrooms:**

- 1 men, 1 women and 1 handicapped accessible

### **Tables and Chairs:**

- approximately 225 brown metal folding chairs
- approximately 35 six-foot, rectangular, folding banquet tables
- 9 wooden picnic tables

### **Water:**

- The drinking fountain and adjacent frost-free spigot provide potable water
- There is running water in the restrooms which can be used for cleaning up spills, but is not suitable for drinking

### **Alcohol:**

- Serving alcohol is permitted, however, the leasing party is solely responsible for serving and monitoring consumption.

### **Electrical:**

- There are (4) 120 volt dedicated outlets with other outlets scattered in between. There are no 220-240 volt receptacles.

### **Lighting:**

- There are lights scattered around the Landing which can be turned on and off. Some are controlled at the circuit box and others are operated by a switch near the stage. A detailed map showing the location of all the light switches is with the keys in the magnetized case behind the electrical box.
- There are also 6 additional lights, in with the tables and chairs, which are portable and can be used wherever they can be plugged in.

### **Trash:**

- There are (3) 50-gallon trash/recycle bins, 3 misc. bins and 1 pet waste bucket.
- Any trash not fitting in the bins, must be removed by you.

### **Internet:**

- Free public WiFi is available

### **Insurance:**

Eventhelper.com

### **Wedding Ceremonies:**

Event/Wedding Planner:

- Laura at Forevermore Events (St. George) - Email: [laura@forevermoreevents.com](mailto:laura@forevermoreevents.com)
- Jeff at St. George Events and Occasions - Phone: 435-574-4122