Uintah Basin Chapter Trout Unlimited
HIGH DESERT
ANGLERS

Single Fly Aug 10-11, 2023

4/19/23

To: Brian Raymond
Daggett County

Donation for Singlefly	$1000
Total	$1000
Due	$1000

Mail payment to:
Trout Unlimited
c/o Travis Mold
1691 S 500 E
Vernal UT 84078

Thank You!

SINGLE EVENT PERMIT
Local Consent

PURPOSE: Local business licensing authority provides written consent to the Alcoholic Beverage Control Commission to issue an event permit to an organization for the purposes of storage, sale, offer for sale, furnish, or allow the consumption of an alcoholic product on the event premises. **Authority:** Utah Code 32B-9-201

Daggett County, ☐ City ☐ Town ☒ County
Local business license authority

hereby grants its consent to the issuance of a temporary single event permit license to:

Applicant Entity/Organization: Flaming Gorge Resort

Event Name: Trout Unlimited Single Fly

Event location address: 1100 E Flaming Gorge
Street city state zip

On the 10+11 day(s) of August, 2023
dates month year

during the hours of 4 – 11pm, pursuant to the provision of Utah Code 32B-9 for
define hours from and to

the sale of (Check all that apply): ☒ Beer ☐ Heavy Beer ☒ Wine ☐ Flavored Malt Beverages ☐ Liquor

We are recommending this entity as conducting a civic or community enterprise* ☐ Yes ☐ No

☐ NOT providing a recommendation

***As Part of local consent required by 32B-9-201 (1) (c), the locality may provide a recommendation as to whether the entity is conducting a civic or community enterprise.** A civic or community enterprise means a function that is in the nature of a temporary special event such as a social, business, religious, political, governmental, educational, recreational, cultural, charitable, athletic, theatrical, scholastic, artistic, or scientific event. A "civic or community enterprise" generally is a gathering that brings members of a community together for the common good. Single event permits may not be issued to or obtained by an entity or organization for the purpose of avoiding or attempting to avoid the requirement of state retail alcohol licensing.

Authorized Signature

Name/Title

Date

Daggett County Facilities Use
Liability Waiver and Hold Harmless Agreement

For: Individual, Group, Organization Users of Daggett County Facilities

I understand that for purposes of this agreement Daggett County is relying on the information I provided in the Daggett County Facilities Use Application Form ("the Application"), and I acknowledge that the aforementioned form is incorporated into and made a part of this agreement. I also understand and agree that for purposes of legal notices or service of process, if necessary, the contact information provided on the Application shall be used.

My signature at the conclusion of this Liability Waiver and Hold Harmless agreement, indicates my total and complete understanding and agreement of this legal document, whereas I agree to hold harmless and defend Daggett County from any liability or damages to me or any minors that I am charged responsible for, or any and all personal or organizational property, that may occur during my voluntary, chosen usage of Daggett County property.

Furthermore, I understand that my participation in any activity, whether spectating or participating may be inherently dangerous, therefore I assume all liabilities related to my activity for me and any minors for which I am charged responsible. I understand that Daggett County is protected by State Statute which states that the user assumes any and all liability inherent to certain activities at the Daggett County Facility.

I understand that pursuant to Daggett County policy some events or activities may require me to show proof of insurance depending upon the level of risk associated with my use of the Daggett County Facility. I acknowledge and understand that Daggett County has sole discretion in determining the level of risk based upon information I provided when I submitted the Application. If, under their sole discretion, Daggett County has determined that my use of the Daggett County Facility requires proof of insurance, I have provided a Certificate of Insurance for all insurance required under this agreement. In addition, I agree to indemnify and hold harmless Daggett County for any and all claims and causes that may arise out of my use of the Daggett County Facility, including Daggett County's cost of defense. Such claims and causes may include, but are not limited to, negligence, professional errors or omission, strict liability, breach of contract or warranty. I understand and agree that my coverage shall be sufficient to cover my obligations hereunder, including but not limited to the cost of Daggett County's defense against such claims as may be made against Daggett County due to my use of the Daggett County Facility and I waive subrogation against Daggett County as to all insurance policies carried by me or my organization or required under this Agreement.

Risk Level: _____ Insurance Required: _____

Individual or Organizational Name Trout unlimited Application #: _____

Organizational Leader: Travis Mold Title: President

Responsible Person Name: Travis Mold Date 4/19/2023

Responsible Person Signature [signature] Date 4/19/2023

Accepted by (Daggett County Employee) _____ Date _____

DAGGETT COUNTY FACILITIES USE
APPLICATION FORM

This form is an application and does not constitute authorization to use the facilities until an agreement is written/approved. Please complete all items listed below and submit to the **Daggett County Clerk, PO Box 400, Manila, UT 84046; Phone: 435-784-3154; Fax: 435-784-3335; clerk-treasurer@daggettcounty.org at least two weeks before your proposed event.**

1. Name of Company or Organization: Trout Unlimited
   Contact Person(s): Travis mold
   Address 1691 S. 500 E
   City/State/Zip Vernal UT 84078
   Email: Oscarmold@hotmail.com
2. Phone Number 435-621-6101
3. Facilities/Room(s) Desired: Flaming Gorge Resort
4. Date(s) Being Requested August 10th 2023
5. Beginning Time(s) 4pm Ending Time(s) 11pm
6. Approximate Number of People Attending 60
7. Type of Function and activities involved: Single fly fundraiser
   Please Check all activities that apply: ___ Admission Charged X Alcohol Served / Sold
   ___Rodeo Events ___On-Site Camping Requested ___ Bounce House(s)
   ___Fireworks/Pyrotechnics ___ Mechanical Rides ___ On Site Food Preparation
   ___"Pot Luck" Food X Prepackaged or Catered Food___ Product Sales (Types: _____)

Other Information: _____

Requirements For Use Of County Facilities:

1. **Follow any Coronavirus Guidelines in place by State of Utah or Tri-County Health Department**
2. **Setup and Clean-up To Be Done By Applicant.**
   - **A. Pick Up Area In And Around Location Reserved.**
   - **B. Return Tables To Original Locations**
   - **C. Remove Garbage From Cans and Place Into Dumpsters**
3. **NO ALCOHOL PERMITTED ON COUNTY OWNED PROPERTY WITHOUT PERMIT.** _____ (Please Initial that you have read and understand this statement). (Pursuant to County Code 6-1-1(D))
4. Copy of Liability Waiver & Hold Harmless Agreement Received - YES/ NO (circle one) Depending on the type of activity Proof of Insurance May Also Be Required
5. Proof of insurance provided, if required.

Applicant certifies that the above information is correct:

Signature: _____ Date: 4/19/23

To Be Completed By County Staff: Application #: _____
Date Application Received: _____ Date Approved: ____/____/____ Staff Initials: _____
Signed Waiver Agreement Received: ____/____/____ Staff Initials: _____
Proof of Insurance or Insurance Waiver Approval: ____/____/____ Staff Initials: _____

PRIVATE FUNCTION ALCOHOL POLICIES AND PROCEDURES

_____No Alcohol Permit Requested (Please Initial)

PRIVATE FUNCTION

Daggett County is responsible to provide private individual usage of certain facilities for conventions, weddings, reunions, meetings, etc. It is our responsibility to provide the private event management or promoter with alcohol policies and procedures set in place by Daggett County that enhance the visit as well as protect the safety of the patron while in our facility.

POLICIES AND PROCEDURES

Private functions will be allowed to have alcoholic beverages with the following stipulations.

1. The host of the function is the provider for the alcoholic beverage at the function and completes the following items: [✓] Provide Proof of Liability Insurance (min [✓] $1 million coverage).
2. The host cannot charge a fee for the alcohol served. (No Cash Bar)
3. The host is responsible that no minors are being served alcohol; nor do any minors have access to any alcoholic beverage at any time before, during or after the function or during storage at the facility or on the grounds in a vehicle.
4. The host is responsible to not allow alcoholic beverages to be served to an obviously intoxicated patron.
5. In the event that a patron does become intoxicated at the private functions, it is the responsibility of the host to make sure that patron does not drive from that function, and take every action to ensure this by finding a sober friend to drive or call his home phone for help.
6. The host is responsible for the evacuation at the conclusion of the function. Under no circumstances is alcohol to be left unattended with the facility.
7. Organizing host read both this policy and the Dram Shop Liability Form and sign and date that they understand completely before function begins.
8. Ultimately, the host is totally responsible for all alcohol at the function they are representing at the signing of this document.
9. Park Closes at Midnight; No Loud Music.
10. Should a patron become intoxicated and create any problems of any sort that the host cannot control, the host should first contact the Daggett County Sheriff's Office or call 435-784-3255 or 911.

Date April 19 2023 _____
Signature

Commission Chair Approval: _____

Date of Approval: _____

Special Conditions: _____

_____

DAGGETT COUNTY CLERK, PO BOX 400, MANILA, UT 84046
435-784-3154/435-784-3335 FAX

NOTICE OF DRAM SHOP LIABILITY

This notice is to inform all responsible persons of the encompassing provision of Utah law relating to alcoholic beverages, as contained in Title 32A of the Utah Code enacted in 1985. Those most significant and applicable are:

1. 32A-14-1 Dram Shop Liability:
   Section 1 provides that any person who gives, sells, or provides liquor to another by those actions causes the intoxication of the other persons is liable for injuries caused to a third person or the property of the third person, and is liable to the spouse or child or parent of that third person when injury results.

   Section II provides for a direct cause of action against both the intoxicated person, as well as the person who provided the liquor in violation of Section I.

2. 32A-12-9 deals with the sale or supply of alcoholic beverages to a drunken person. This section makes it a misdemeanor offense for a person to furnish or supply any alcoholic beverages to any person who actually is, or apparently is under the influence of an intoxicating beverage.

3. 32A-12-9 defines intoxication as: "a person is intoxicated if he is under the influence of intoxicating liquor to a degree that he may endanger himself or another in a public or private place where he unreasonably disturbs other persons." This act further provides that no person shall allow another to become intoxicated in any premises in which he is the owner, tenant, or occupant, or shall allow any intoxicated person to consume an alcoholic beverage on the premises.

We hope that you will enjoy the use of the County Facilities. It would be a tragedy for someone to be injured or hurt as a result of intoxication arising from an activity. As a result we respectfully request your individual help in this matter.

Please be aware of your guest. If you see someone over drinking please see that they stop. Also, check to see if he/she has a ride home with a sober friend.

Your signature below indicates that you have read and understand the contents of this notice and that you will use your best efforts in following its guidelines.

Date April 19 20 23

Trout Unlimited
Name of Group

Responsible Person

DAGGETT COUNTY CLERK, PO BOX 400, MANILA, UT 84046
435-784-3154/435-784-3335 FAX

TROUT-1

OP ID: AF

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/11/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 315-253-8461
Adams & Son, Inc.
44 South Street, P.O. Box 460
Auburn, NY 13021
Douglas K. Adams, CPCU

CONTACT NAME: Douglas K. Adams, CPCU
PHONE (A/C, No, Ext): 315-253-8461 FAX (A/C, No): 315-253-6508
E-MAIL ADDRESS: dadams@adamsins.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Indemnity Ins. Co	18058
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
High Desert Anglers ch 620
1691 S 500 E
Vernal, UT 84078
Trout Unlimited Inc.
1777 North Kent St, Ste 100
Arlington, VA 22209-2133

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			PHPK2532935	03/31/2023	03/31/2024	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of Insurance for 2022 Single Fly, 8/10-11/23.

CERTIFICATE HOLDER

DAGGE-1

Daggett County
95 North 1st West
Manila, UT 84046

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Douglas K. Adams, CPCU

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