

# **KANAB CENTER BOOKING POLICY**

## **Section 1: STATEMENT OF PURPOSE**

The primary objective of the Kanab Center is to act as an economic driving force by providing facilities for conventions, conferences, seminars, receptions, sporting events, and other private and/or public meetings that produce a positive economic impact to Kane County and enhance the quality of life in the community. The purpose of this policy is to provide continuity and fairness to the maximum practical extent to all that use the Kanab Center facilities and to maximize the facility usage and facility revenue potential.

## **Section 2: DEFINITIONS**

- A. Facilities** – All buildings, grounds and facilities managed by Kane County and Kanab City located at 20 N. 100 E. Kanab, UT 84741.
- B. Coordinator** – The Coordinator of the Kanab Center or his/her designee.
- C. Booking** – The act of blocking specific space within the Kanab Center facilities for specific person or entity, for a specific date or set of dates, at a specific time or times, for an agreed upon of money or compensation, for the purpose of conducting an event or events.
- D. Priority Booking** – The act of providing a preferential assignment of dates and/or space to a specific rental applicant or lessee for a specific event or events. This is generally agreed to mean that-conventions are provided first choice of dates more than twelve (12) months in advance, and other uses are not given that priority without prior qualification by the Coordinator.
- E. Scheduling Calendar** – The official record of all Kanab Center facility reservations (tentative & confirmed) which is updated only as authorized by the Coordinator.
- F. Calendar of Events** – The Kanab Center listing of confirmed reservations, which is subject to additions, deletions and/or changes at any time.
- G. Rental Applicant** – Any person or entity which applies to the Coordinator to produce, direct, manage, organize, or exhibit any events at the facilities.
- H. Lessee** – Any person or entity, including non-profit organizations, which contracts with the Coordinator to produce, direct, manage, organize, or exhibit any event at the facilities.
- I. Reservation Request** – When a rental application is submitted to the Coordinator to produce, direct, manage, organize, or exhibit an event for a specific date or set of dates and specific space at the Kanab Center.
- J. Confirmed Reservation** – A reservation wherein a rental application has been approved by the Coordinator, a lease agreement and all necessary contract(s) have been executed, and all required advance deposit money is received on schedule at the Kanab Center from a specific lessee for a specific date or set of dates and specific space.

- K. Conventions** – Events at which attendance is by invitation or registration only and which utilize a significant guaranteed block of hotel/motel rooms in addition to convention center space and thereby make a significant economic impact on the community in terms of hotel/motel occupancy tax, sales tax and other expenditures to qualify for priority booking status as determined by the Coordinator.
- L. Meetings** – Events at which attendance is by invitation or registration only which do not utilize a significant guaranteed block of hotel/motel rooms in addition to convention center space and thereby do not make a significant economic impact on the community in terms of hotel/motel occupancy tax, sales tax and other expenditures necessary to qualify for priority booking status as determined by the Coordinator.
- M. Consumer Shows** – Events which do not meet the economic impact requirements necessary to qualify for priority booking status, and which either:
  - i. Is open to the general public rather than being limited to a well-defined group of persons who belong to a trade or professional association; OR
  - ii. Is advertised to the general public without the advertising prominently stating that admission is limited to the trade; OR
  - iii. Involves selling and delivering merchandise by exhibitors or lessee and also involves significant numbers of attendees who are not registered at the door.
- N. Special Events** – Concerts, sporting events, trade shows, cultural events, etc.
- O. Lease Agreement** – Usage contract.

### **Section 3: POLICY & PROCEDURES**

- A. RESERVATION APPLICATION & APPROVAL:** Any person or entity wanting to reserve any part of the Kanab Center facilities must first submit a Rental Application for approval. No date will be approved as a Confirmed Reservation until the Rental Application is signed, returned, approved, and all necessary contracts or lease agreements are signed and submitted along with any necessary deposit.
- B. RESERVATION REQUESTS:** If a reservation request is approved, the approval is subject to the following:
  - i. The Kanab Center Coordinator reserves the right to refuse a reservation request at his/her sole discretion.
  - ii. It is possible to have a succession of first, second and third reservation requests for a given date or set of dates, in which case the rental applicants given the second or third reservation are notified that they do not have the first priority reservation on the date or set of dates. The Kanab Center Coordinator, prior to contract being signed, may assign priorities to determine which events will operate in the best financial interests of the Kanab Center.
  - iii. Reservation requests are non-transferable and will only be honored for the originally approved Rental Applicant.
  - iv. At the option of the Coordinator, reservation requests may not be held when there are outstanding balances due and payable to the Kanab Center. Approval of reservation

requests does not guarantee that the Coordinator will extend a contract, depending upon account status, conflict of events, or other reasons. Rental applicants are cautioned about selling space, advertising, or promoting their event tied to dates without a fully executed contract with the Center. Kanab Center shall assume no responsibility or liability for any such promotion.

**C. FACTORS TO BE EVALUATED WHEN CONSIDERING KANAB CENTER BOOKINGS:**

- i. Projected overall economic impact on the community.
- ii. Total number of hotel rooms and/or short term rentals required.
- iii. Projected revenue for Kanab Center as a result of booking.
- iv. Projected revenue from catering and other concession revenue.
- v. Time of year.
- vi. Potential for repeat bookings.
- vii. Projected impact on community (heritage, values, etc.).

**D. CHALLENGES:**

- i. A date challenge occurs when another rental applicant wants a date or dates that have been reserved or have tentative reservations by or for another rental applicant, and such rental applicant (the challenger) is willing to immediately execute and deliver to the Kanab Center Coordinator a signed Lease Agreement with a deposit of 25 percent (25%) or more of the estimated total rental charges. The size of the deposit shall be at the discretion of the Coordinator.
- ii. The Coordinator will then advise the rental applicant(s) having the reserved dates or the reservation request (the date holder) of the challenge. Such notice may be by telephone or email. The date holder must immediately identify to the Coordinator their commitment to use the date or dates on hold and within five (5) business days of such notice the date holder must submit to the Coordinator a deposit equal to 25 percent (25%) of the estimated total rental charges and execute a lease agreement in form acceptable to the Coordinator. The Coordinator may in his/her sole discretion waive these requirements or extend the time limits if geographical, logistic or other considerations warrant.

**E. CONFIRMED RESERVATIONS:** A rental application requesting that a reservation be confirmed will be sent a Lease Agreement for signature. Once a confirmed reservation is requested, the date or set of dates is not subject to challenge unless the person or entity fails to return the Lease Agreement executed modifications, and with the deposit requested by the Coordinator. Failure to return the executed agreement, deposit, and other required documents within thirty (30) days may automatically and without notice, convert the confirmed reservation to a reservation request.

**F. NON APPROVAL OF RESERVATIONS:** The Coordinator may decline to approve any reservation for any rental applicant or lessee who has failed to perform any obligations under a Lease Agreement with the Coordinator, has cancelled or failed to proceed with a Confirmed Reservation or whose conduct is or in the opinion of the Coordinator may not be contingent to the interest of the Kanab Center.

**G. DATE ALLOCATION & DATE PROTECTION:**

- i. When conventions are not booked, events and meetings are booked to accommodate community, educational, cultural, social, religious, entertainment, athletic and food/beverage interests.
- ii. Every effort shall be made to accommodate all rental applicants requesting space in the Kanab Center. Therefore, at the sole discretion of the Coordinator and as existing contractual obligations permit, requests for dates may be accommodated by moving one or more event into other dates and/or spaces. This may include moving definite reservations upon the mutual agreement of the Coordinator and the lessee.
- iii. To accommodate as many rental applicants as possible and to achieve maximum occupancy and space efficiency, Kanab Center bookings will often result in simultaneous facility use by multiple occupants.
- iv. The Kanab Center calendar of events reflects Confirmed Reservation and can be found online at [kanabcenter.com](http://kanabcenter.com)

**H. LEASE AGREEMENT:**

- i. No person or entity shall be permitted access to the facilities for the purpose of producing an event or conducting any activity without entering into a properly executed lease agreement and payment has been made in full.
- ii. All equipment, furniture and supplies property of Kanab Center are not available for rent or use outside of facilities.
- iii. A lease agreement outlining payment, insurance and other pertinent requirements will be issued at the time specified in the letter of confirmation. The lease agreement must be fully executed and returned with the required deposit within the specified time period to secure date(s) and space.
- iv. Full payment of the Lease Agreement must be made three weeks prior to the date of reservation.

**I. FOOD & BEVERAGE:**

- i. When offering food and beverage, Lessees are required to use vendor(s) from the Kanab Center's approved list of local, qualified caterers. The approved list will be provided by the Coordinator when a Reservation Request is approved or earlier upon request. Lessees may not use any vendor for food or beverage that is not on the approved list unless no vendor is available and after consultation with the Coordinator. Lessees must disclose their chosen caterer to the Coordinator within thirty days of the event.
- ii. If a vendor that is not on the approved list is authorized by the Coordinator as set forth above, the vendor **MUST** have a current business license and food handler permits for all staff members working at the Kanab Center. If alcohol is being served during event the vendor **MUST** have a current liquor license and all staff members serving alcohol **MUST** have completed an alcohol training and education seminar.

- J. ANIMAL POLICY:** With the exception of approved guide, signal, or service dogs, animals are not allowed in the facility without prior approval. Approval is based on whether the animal is legitimately part of a show, exhibit or activity requiring use of animals. Animals that are approved to be on the premises must meet the following guidelines:

- i. Animal(s) is to be on a leash or in carrier at all times.
- ii. Animal(s) must be under constant control at all times.
- iii. Animal exhibits are not permitted on carpeted Kanab Center areas.
- iv. The owner or handler will be fully responsible for their animal(s) at all times.
- v. Clean up and proper disposal of absorbents and waste is the responsibility of the owner or handler.
- vi. A protective coating such as plastic must be used to protect all floors and any facility equipment.
- vii. Owner or handler will adhere to any and all safety measures as required by Coordinator.
- viii. Owner, handler or any other event planning to bring animals into the Kanab Center may be required to provide additional insurance.
- ix. Animals are not permitted within fifty (50) feet of any food service preparation or service area. The ONLY exception is the use of ADA service animals.
- x. Owner or handler is responsible for ensuring that any approved use of animals within the Kanab Center is also in adherence to any and all applicable local, state and federal laws and ordinances. If permitted, an Animal Waiver must be signed and kept on file with the Coordinator. Waiver will be provided when a definite reservation is executed.

**K. DEPOSIT AND PAYMENT TERMS:** The following deposit and lease agreement fees shall be payable in advance, or as otherwise approved by the Coordinator.

- i. Twenty five percent (25%) of estimated total rental charges is required within fourteen days executing and delivering the lease agreement.
- ii. The remaining payment of the lease is due three weeks prior to the beginning of the reservation. Other additional or incidental costs, if any, are due upon receipt of invoice.
- iii. Deposit terms as determined to be in the interest of the Kanab Center may be modified or waived, at the sole discretion of the Coordinator.

**L. CANCELLATION/REFUNDS:** Deposits are non-refundable and payments above the deposit are non-refundable for cancellations within three weeks of the reservation. A full refund of the deposit and lease may be made in the event that the Kanab Center is unable to deliver possession of the facilities. For any cancellation by the applicant within three weeks of the reservation date, a partial refund may be made at the sole discretion of the Kane County Office of Tourism.

**M. SPECIAL CIRCUMSTANCES:**

- i. It is recognized that flexibility in general operating policies is necessary to maximize facility usage and revenues; to accommodate special situations and to provide better arrangements for renters of the Kanab Center facilities. Therefore, the Coordinator may establish or vary rates, rules, and regulations; when it is determined such action is in the best interest of the Kanab Center.
- ii. All bookings may be subject to prior or existing contractual obligations of the Kanab Center.

**N. PHOTOGRAPHY:** Kane County reserves the right to video or photograph any event that takes place at the Kanab Center and to use the photographs for promotional or marketing purposes. Kane County will exclusively own the copy right to any videos or photograph that it makes during an event.