



David Street Station Policies and Procedures Adopted 5/1/2019

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For the purpose of this manual, “David Street Station” and “DSS” may be used interchangeably, as well as “Downtown Development Authority” and “DDA”.

The DDA is the parent company of David Street Station, and is a legal governmental entity. David Street Station is a project of the DDA, and is managed by the DDA Board of Directors. All who work at David Street Station are employed by the Downtown Development Authority.

1. David Street Station Mission and Purpose

David Street Station is the result of a community effort directed toward the development of a local plaza which can accommodate a variety of events for the public. **Our mission is to enrich the community and its visitors by offering a central gathering place that hosts a wide variety of events and activities to build a stronger Casper.**

David Street Station shall provide the community with a facility for internally produced programming that will make a broad range of entertainment, social, educational, sporting and cultural events available to the community.

2. David Street Station Policies

a. Prohibited Items and Behaviors

- i. Due to safety concerns, glass bottles are prohibited.
- ii. Motorized vehicles may not be driven into DSS event at any time, including to unload. Only DSS owned or approved operational equipment used by hired contractors or maintenance personnel may be driven within DSS. Motorized vehicles may not be on display within David Street Station, unless approved in advance, in writing from David Street Station staff. Trailers are also not allowed within David Street Station, and all food and beer vendors must be located on the adjacent streets or back parking lot. Additional City of Casper permits may apply.
- iii. BBQ Grills may not operate within David Street Station, but may be in the adjacent parking lot, with written permission from DSS staff.
- iv. Smoking and vaping within David Street Station are always prohibited, this includes staff, renters, volunteers, attendees, vendors and service providers.
- v. Umbrellas, tents, or other privately-owned shading devices are not allowed if they are obstructing the view of others, as determined by DSS staff or event security.

- vi. No unapproved handouts, coupons, or flyers may be distributed at events. The only authorized distributors are the sponsors and registered vendors specific to the event.
- vii. Animals are not allowed within DSS, including dogs, unless they are registered and marked service animals. Well behaved dogs are allowed on the City of Casper sidewalks surrounding DSS but must be on a leash and may not be within David Street Station at any time.
- viii. Events must be complete no later than 10pm, pursuant to the City of Casper Noise Ordinance 8.20. Events that last longer than 10pm must be approved in writing from the City Manager's office.

b. Banners and Signs

Banners and signs must be in good taste, must be installed in locations that have been approved by DSS staff, and cannot obstruct the view of participants, the movement of foot traffic, or the accessibility of emergency vehicles. Banners on the Gateways must be custom made and preapproved by David Street Station staff, and there will be an additional charge for installation. Management reserves the right to confiscate signs that are in violation of the DSS banner policy. All banner placement must be included on the event layout which is submitted to DSS for approval. Displays or advertising shall not violate any right to privacy or infringe upon trademarks, trade names copyrights or proprietary rights of any person.

The City Manager of the City of Casper can order to be removed any displays that are not appropriate in connection with the intended use of the David Street Station.

c. Parking

David Street Station utilizes available on street public parking. Renters, vendors, volunteers, and attendees may not use nearby private lots unless it is approved in writing by the property owner. It is recommended that attendees use the nearby parking garage. There will be no on-street trailer parking. Anyone involved in an event at David Street Station must follow all City of Casper policies. Refer to Chapter 10.36 of the Casper Municipal code for parking rules and regulations.

d. Internet/WIFI

Downtown Casper has free public WIFI, however DSS does not currently provide a secure, reliable internet connection. Renters should be prepared with a backup plan in case of internet issues.

e. Seating

Portable chairs brought in by attendees are allowed at most events; however, some events have an expected crowd that will cause DSS to restrict the use of portable chairs. Refer to the event press release to confirm that the event is not standing-room only. Renters have the right to allow or disallow chairs at their event.

f. Credit Cards

DSS does accept credit card payments. Additional fees may apply.

3. Branding Guidelines

a. Use of David Street Station Logos

- i. Renters may not use any David Street Station logos for the promotion of their events or on any printed materials, unless approved by DSS staff. DSS logos may not be altered in any way, including the color and orientation.
- ii. Summer Season is from March-October, and features the Hilltop National Bank Splash Pad. The summer “tree” logo will be used on all promotions at this time.
- iii. Winter Season is from November-February and features the Ice Rink. The winter “snowflake” logo will be used on all promotions at this time.

b. Naming Rights

The following naming rights have been established for attractions at David Street Station, and all staff and renters will use these specific titles when referring to the areas within David Street Station:

- Brian Scott Gamroth Community Stage
- Hilltop Bank Splash Pad
- Fred Goodstein Overlook Deck
- Bill Daniels Lawn

4. Venue Rental Policies

When not in use for internally-produced events, David Street Station may be made available for the non-exclusive use of persons or groups, for a limited period, upon issuance of a reservation and approval, subject to venue rules and regulations. Scheduling is subject to venue availability, and considerations of annual events and recurring series. Gatherings of more than 20 people or any event that has production elements require a rental application.

a. Organizational Roles

i. Role of the David Street Station Operations Manager:

- Act as the primary point of contact for the renter
- Review all applications for venue rental
- Help to identify the specific needs of the renter
- Recommend quality service providers, as needed
- Review all written requests for approval
- Ensure Renter follows all City and DSS rules
- Present special requests to the DDA Board of Directors and/or the DSS advisory committee for guidance as needed
- Provide official DSS blank site plan

ii. Role of the Renter:

1. Submit all required paperwork in a timely manner
2. Coordination specific to the event
3. Regular communication and status updates to the DSS OM
4. Submit all required City permits, provide copies to DSS
5. Enforce all City and DSS rules
6. Submit proof of required insurance to DSS
7. All budget management for the event
8. Provide DSS with a final event layout using the provided blank site plan, for approval by DSS staff

b. Application Procedure

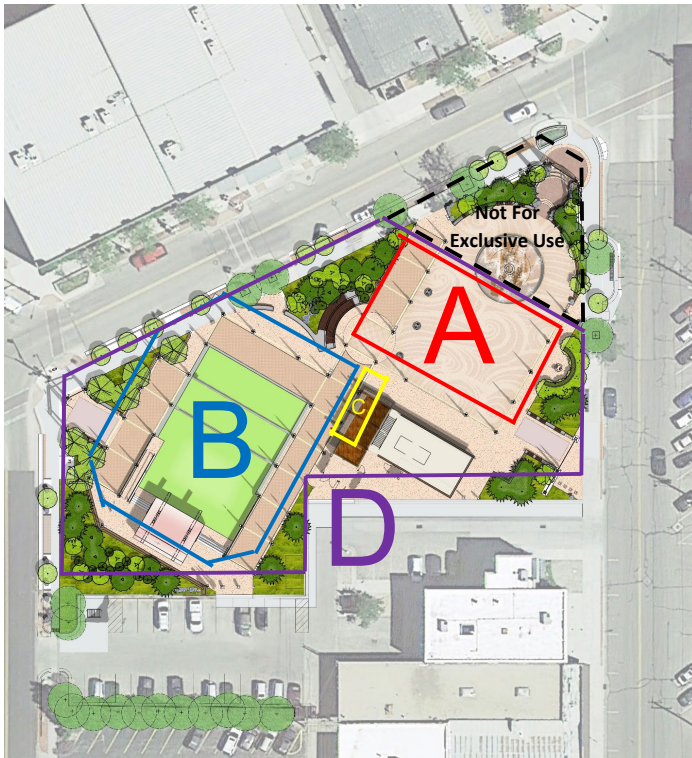
1. Complete the online application that can be found at www.davidstreetstation.com/event-application/
2. Your application will either be approved or denied based on the event details that are given and the availability of the venue.
3. If the application is approved, a deposit is required to confirm the rental. If we have not received the deposit within 60 days of the scheduled event, we reserve the right to cancel your reservation.
4. A formal contract will be sent to the applicant for review and signatures. A deposit equal to half of the rental fee must be submitted at this time.
5. A DSS representative will contact you to schedule an initial walk-through of the space. A second walk-through is required at least 30 days in advance of the event, in order for DSS staff to approve the renter's site plan.
6. After the event is complete, refer to the After-Event Checklist to ensure that the venue is left in an acceptable condition.
7. An invoice will be mailed out within 3 business days after your event. The invoice will list all charges, apply the deposit paid if applicable, and show any balance due. Full payment must be remitted immediately on receipt of the invoice. Late fees will be incurred if the full payment is received more than 10 business days after the event.

c. Rental General Information

- i. Rental agreements are not transferable to another individual or organization, and the main contact person must be on site for the duration of the event.
- ii. David Street Station is an outdoor, open-air public plaza. At all events, it will be reasonable to expect that uninvolved citizens will enter DSS during the event, and may not be denied entry to the public portions of DSS.
- iii. Prior approval is required before any materials, decorations or paper can be affixed to the walls, buildings, stage, or posts. Hanging anything from the string lights or landscaping is prohibited.
- iv. All event content including movies and music must be appropriate for attendees of all ages and must refrain from any vulgar or profane content. All media licensing fees and permits are the responsibility of the renter and proof of issuance must be provided to DSS.

- v. Renters will adhere to the approved event layout; any changes must be approved by the Operations Manager. Points of egress must be maintained, and at no time may any emergency access points be blocked. The Casper Fire Department and/or code enforcement may be on-site to ensure compliance and to address any concerns.
- vi. Renters are responsible for enforcing DSS venue policies and rules and are held responsible for the behavior of their staff, volunteers, vendors and attendees.
- vii. Tents within DSS must be installed and secured by DSS staff or a professional and insured tent company. Depending on tent size, an inspection may be required by the Fire Department. All structures, tents, awnings and shades must be indicated on the site plan.
- viii. All final site plans must be approved by David Street Station staff, and may not be changed once they have been approved.
- ix. Access to a reasonable amount of non-potable water at DSS is available for the use of renters with assistance from David Street Station staff. Hook-ups for potable water are not available for vendors. Additional fees may apply for excessive water demands.
- x. Renters who plan to show any movie at David Street Station must obtain and provide proof of a permit from the movie licensing agency, or proof of public domain status for the film that they are showing.
- xi. All event deliveries must be received by event holder. Deliveries may not be received by the Downtown Development Authority or David Street Station. Extra fees may apply for delivery, pick-up and/or storage of materials outside of scheduled event times.

5. Venue Rental Areas and Fees



Venue Rental Areas*

Area A - Concrete area adjacent to the splash pad

Area B - Stage, tiered turf and adjacent walkways

Area C - Overlook (capacity 40 people)

Area D - Concrete area adjacent to the splash pad, stage, tiered turf, adjacent walkways, and the overlook.

a. Venue Rental Fees* (4-Hour Rental)

AREA A	\$1,000
AREA B	\$1,500
AREA C	\$250/2 hours
AREA D	\$3,000

+\$500 for each additional hour (includes set up and clean up time)

Rental includes 4 tents, 4 tables (set up by DSS Staff), and folding chairs. Once confirmed, events held at David Street Station will be listed on website calendar.

*The Splash Pad and Restrooms are not available for exclusive use by individuals, nonprofits or companies. These areas must remain open to the public during regular business hours.

Contact us for custom Birthday party area for pizza, ice cream, and presents.

Rental form and fees will be required upon approval of event.

b. Labor Fees

DSS Staff are required on site at all events to ensure cleanliness and safety of the grounds.

\$60 per hour (including set up & tear down)

Additional Staff may be added as seen fit by DSS depending on size of the event.

c. Ice Rink Fees

- 1. Adults (13 and over).....\$5.00
- 2. Youth (Under 12).....\$4.00
- 3. Toddler (under 4).....\$2.00
- 4. Skate Rental.....\$3.00
- 5. Skate Trainer FREE
- 6. Helmets FREE

d. Ice Rink Rental

Private Ice Rink rental is subject to availability. The price includes exclusive use of the Ice Rink and all rental equipment for your guests. The number of rental skates in popular sizes may be limited.

e. Refunds/Cancellation

- i. DSS does not issue refunds for rental fees.

- ii. If the event is cancelled due to extreme weather conditions, the event will be rescheduled to a reasonable and available date but additional costs may be incurred.

f. Event Promotion

- i. Do not promote events as taking place at David Street Station until all contracts have been signed. This includes social media.

- ii. DSS employs an official staff photographer, who will be granted all-access to events at DSS. These photos may be used for future DSS promotional purposes at no cost and without watermarks to DSS.

g. Required Paperwork

Renters must submit the following **60 days** in advance of the event:

1. Online Application
2. Full Deposit
3. Proof of insurance, listing The City of Casper and The Downtown Development Authority/David Street Station as additionally insured
4. Event Layout
5. Event Promotion Form
6. List of all vendors and service providers
7. Link to performances of any band before they are hired by the renter, for approval.

h. Clean Up/Trash Removal

- i. Set up times must be strictly adhered to, as well as clean up times. Additional charges will be issued to those who operate outside of the scheduled time.
 - ii. David Street Station must be left in the same condition as it was found. Additional fees will apply if extra cleanup is needed, with a possible forfeit of the entire or a portion of the renter's deposit as determined by David Street Station staff. Failure to leave the venue in an acceptable condition may result in rejection of future event applications.
 - iii. David Street Station has one dumpster and a single roll-away dumpster in addition to permanent trash cans within the venue. If determined that the event will require additional roll-away containers, the renter must contact the City of Casper Waste Department to arrange these at no cost to David Street Station. Trash cans may not be overflowing at any time during or after the event, and must be emptied by event volunteers or renter's staff. Full trash bags must never be dragged as they leak fluids onto the concrete at DSS and it is very difficult to remove. Hand carts or roll-away trash cans must be used to transport full trash bags to the dumpster. Trash cans should be left completely empty upon leaving.
- i. Damages to the Property**
- The organization or individual reserving the space assumes all responsibility for damage to David Street Station property and for leaving the premises in the same condition in which it was found. Damage to the facility or equipment will be billed directly to the organization or individual responsible for the rental as indicated by the application signature. Any damage is to be reported immediately to a DSS staff member. If there is any damage, breakage, theft, breach of communicated time limit or excessive clean up,

the amount to cover such occurrence will be retained by management from this security deposit. If the cost exceeds the security deposit, the client will be billed for the balance.

If all clean-up procedures were followed and no damage is present, up to \$500 will be credited to the final cost of the event.

6. Street Closures/City of Casper

Applications for street closures must be made to the City of Casper at least **60 days** in advance of the event. Renters must provide their own road barricades which must be approved by the City of Casper. A road closure or traffic control flagging and volunteers may also be required for set up and clean up in some instances.

Street barricades may be rented from DSS at an additional charge.

7. Quality Standards/Code of Conduct

a. Renter/Volunteer/Vendor/Attendee Conduct

David Street Station is dedicated to providing a safe and enjoyable experience to the community and visitors. When attending, performing or planning an event at DSS, renters/volunteers/vendors/attendees are required to refrain from the following:

1. Behavior that is socially unacceptable, offensive, unruly, inappropriate, or illegal
2. Using or displaying foul or inflammatory language or gestures
3. Statements that may be considered threatening or inciteful
4. Verbal or physical harassment of others
5. Interfering with the progress of an event
6. Failing to follow instructions from David Street Station staff or security.
7. Intoxication or other signs of alcohol impairment by renters or volunteers that results in irresponsible behavior
8. Smoking or vaping
9. Renters are responsible for the conduct of their staff, volunteers, vendors, service providers and entertainment. DSS may at any time require the removal of person(s) who are not adhering to these policies.

b. Band/Entertainment Conduct

In addition to the above, bands and other entertainment providers are prohibited from drinking, smoking or swearing while on stage. Excessive self-promotion by bands will not be tolerated (as determined by DSS Staff). Political or inflammatory statements are not allowed, and band members must dress in a tasteful manner, appropriate for all ages and the family-friendly nature of David Street Station. Bands who do not adhere to this policy may be removed from the venue and will not be allowed to perform in the future. All bands and entertainment must be preapproved; renters will submit a video link to DSS 30-days prior to the event.

8. Insurance

a. Comprehensive General Liability

Liability insurance is required for all events. Renters must provide a certificate of insurance by (a) an extension of a homeowner's policy; (b) a business liability policy; or (c) purchasing a special event policy. Applicants must provide this certificate 30 days prior to the date of your event. The limits of liability are 1 million dollars (\$1,000,000,000) per occurrence, and 2 million dollars (\$2,000,000,000) aggregate.

b. Additional Insured

All renters, food vendors and alcohol vendors must list the Downtown Development Authority/David Street Station and The City of Casper as additionally insured on their policy. A copy of the Certificate of Insurance (COI) must be submitted to DSS at least 30 days in advance of the event.

c. Insurance Restrictions

Inflatables, amusement rides, trampolines, and other attractions are subject to approval on an individual basis and may be prohibited by David Street Station insurance regulations. Intent to use these items must be discussed and approved with DSS staff in advance. These attractions may be deemed high risk activities and may require additional waivers of liability to be signed by participants. Renters must provide proof of insurance coverage that specifically addresses these attractions.

9. Vendors

All vendors participating in an event must have a sales tax number from the State of Wyoming and must submit tax directly to the State of Wyoming upon completion of the event. The City of Casper also requires vendors who do not have a permanent storefront to also have an Itinerant Merchant Permit.

a. Food Vendors

All food vendors must complete the DSS application process before being confirmed for any events. They must have a current City of Casper permit, as well as a current permit from the Natrona County Health Department. Vendors must show proof of insurance. Only pre-approved vendors will be allowed at the event. Food vendors may not deviate from their submitted menu for the event. Food vendors must submit a photo of their truck or trailer, and may not add additional tents, tables or chairs outside of their space requirements, as indicated on their application.

b. Craft Vendors

All craft vendors must complete the DSS application process before being confirmed for the event. They must have a current City of Casper permit, and must remit sales tax directly to the State of Wyoming. Only pre-approved vendors will be allowed at the event. Craft vendors may not deviate from the list of submitted items for sale. David Street Station Staff reserves the right to not allow vendors to sell any items that are deemed inappropriate or objectionable for our family-oriented audience.

c. Generators

No generators are allowed within David Street Station unless written permission from DSS staff has been obtained prior to the event. Generators are only allowed on the street. All generators must be quiet, non-polluting, and in neat and clean condition. Generator noise may not exceed 60 decibels.

10. Alcohol Policy

a. **Right of First Refusal**

David Street Station reserves the right of first refusal to sell and benefit from the sale of alcohol at all events, including events held during a venue rental.

b. **Identification**

Anyone purchasing or consuming alcohol must have proper state-issued identification that proves that the holder is of legal drinking age (21). Anyone unable to produce a legal ID will be denied the opportunity to purchase or drink alcohol at David Street Station, no exceptions. All staff and volunteers that handle or pour alcohol must also be age 21 or older. At no time may an underage person come in contact with any kind of alcohol at any time at David Street Station.

c. **Wristbands**

Renters must provide wristbands for anyone over the age of 21 who is purchasing or consuming alcohol.

d. **Permits**

The City of Casper requires permits for events wherein any alcohol is involved. To apply and confirm all city permits, contact the City of Casper Licensing Specialist at 235-7568.

- i. **Open Container Permit** - required for all outdoor events that include a street closure
- ii. **Malt Beverage Permit**- required for all beer sales; can be obtained without a liquor license. These are not available for use at David Street Station without prior authorization and agreement from DSS.
- iii. **Catering Permit**- required for events where beer, wine and liquor will be served or sold, must be held by a licensed vendor with a retail liquor license and provide liability insurance.

e. **Sale and Use**

- i. If DSS chooses not to reserve the right to sell alcohol at the event, renters may work with a vendor who holds a City of Casper retail liquor license and provides proper insurance coverage for entities and facility.

- ii. Sampling by beer distributors, distilleries or licensed vendors is permitted, with proper City of Casper permitting and insurance.
- iii. Attendees may not take alcoholic beverages outside of the venue, pursuant to City Code #5 08 420. Renters must hire security, at their expense, to enforce this code.
- iv. Last call for alcohol will be 30 mins prior to the scheduled event ending time.
- v. Employees or volunteers at each alcohol station are required to be TIPS trained. Personnel must have their certification card on site during the event.
- vi. All events where alcohol is served or sold requires professional security, and could possibly require, at the City's request, off-duty police officers to patrol the area.
- vii. Attendees may not bring any outside alcohol into David Street Station at any time.

11. Emergency Procedures

a. Security

- i. All security at events must be handled by a professional, insured security firm, with the number of personnel on site to meet or exceed the industry standard and to be determined by the firm. The number of security guards will be determined based on the nature of the event, the expected attendance, the event duration and the availability of alcohol.
- ii. Employees must contact either the Operations Manager or the DDA Executive Director immediately if an emergency situation occurs. An Incident report must be completed by the senior staff on duty.
- iii. Some events may require additional City of Casper police department presence, as determined by the City of Casper licensing department. Additional fees may apply.

b. First Aid

A first aid station staffed by trained personnel is required for all events that expect more than 2000 people.

12. Facility Information

a. **Electricity**

Access to electricity is included with venue rentals. Outlets are located throughout David Street Station. Renters will be shown the exact location and type of outlets during the initial venue walk-through.

b. **Lighting**

Permanent lighting at David Street Station includes timed flood lights throughout the venue and string lights that come on automatically at dusk. All lighting must remain on after dark for safety. There is no permanent stage lighting; renters must contract with a lighting company to provide stage lighting. If vendor tents are used, additional lighting is recommended inside the tents if the event takes place after dark.

c. **Garbage**

There are permanent trash cans located through David Street Station, a single dumpster, and a single roll-away. Garbage bags will be provided. Garbage cans should be constantly checked during the event and must be emptied before getting full. At no time should garbage cans be overflowing.

d. **Noise Ordinance**

All events must conclude no later than 10pm, in accordance with City of Casper Municipal Code 8.20.040 which dictates the noise ordinance.

e. **Weather**

David Street Station is a year-round, outdoor, uncovered, open-air venue. Every event should be planned for worst-case-scenario weather. DSS seldom cancels events due to weather, so a "rain or shine" policy should be included in all contracts that the renter has with artists, vendors, and service providers. All tents, shades and screens must be secured to withstand extreme wind, to exceed the industry standard. David Street Station has the sole discretion to cancel any and all events due to weather and safety of public and facility.

f. **Restrooms**

- i. Restrooms are available on site and will remain open for the duration of the event. Restroom supplies will be provided by David Street Station and are covered by the rental fee.

- ii. Permanent restrooms at David Street station include 2 stalls and 2 urinals for men, and 3 stalls for women.
- iii. Some events may require additional restrooms to be rented at the renter's expense, and will be at a location that is pre-determined by David Street Station staff. This is based on the length of the event, expected attendance and the presence of alcohol. Restrooms must be arranged to be removed immediately after the event.

13. Disclaimers

- a. DSS will not assume any responsibility for injury or accidents due to the activities conducted by event holders, or injury or accidents caused by materials provided by event holders.
- b. David Street Station is not responsible for damage to or theft of equipment or any property of vendors. Professional overnight security is required for 2-day events or events where equipment is left outside overnight.
- c. Organizations which do not fulfill their obligations as enumerated in this policy may be denied future use. A list of these organizations will be maintained and referenced periodically or as deemed necessary.
- d. David Street Station, its employees, volunteers and Board of Directors shall not be liable to any group, organization, or person attending an event. Any group, organization and person, jointly and severally, hereby agrees to, and shall indemnify and hold harmless The Downtown Development Authority/David Street Station, their employees, volunteers and the Board of Directors from any and all claims, suits, damages, losses or injuries which they may sustain, or are alleged to have sustained, while using the venue, splash ground, or ice rink.

14. Equipment and Additional Charges

- a. Equipment Included in all Venue Rentals**
 - i. Garbage bags (for permanent trash cans)
 - ii. Restroom supplies
 - iii. Use of brooms and other cleaning supplies

b. Additional Equipment

- i. Event holders will provide all their own supplies. DSS will not provide any event supplies (i.e. batteries, zip ties, tools, ladders, extension cords, scissors, paper, tape, markers, etc.).
- ii. David Street Station owns a limited number of event equipment that can be used at an additional expense to the renter:
 - 10x10 tents (set up and secured)
 - Patio Heaters
 - Propane Fire Pits
 - Tables
 - Chairs
 - Copies
 - Road Barricades
 - Installation of Gateway Banners
- iii. David Street Station can assist renters by securing the following products or services from vetted service providers, and will charge a 15% coordination fee:
 - Musicians/Bands
 - Entertainment
 - Security
 - Overnight Security
 - Stage Risers
 - Sound Technicians
 - Sound Equipment
 - Movie Screen
 - Table Linens
 - Crowd Barricades
 - First Aid Station
 - Rental of the Lyric (based on availability)

The undersigned duly authorized representative of the rental party has read and acknowledges the David Street Station Policies & Procedures:

Organization: _____

By: _____

Printed Name: _____

Title: _____ Date: _____