



Outlaw Square Policies and Procedures Produced 02/23/2021

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For the purpose of this manual, "Outlaw Square" and "OS" may be used interchangeably, as well as "Deadwood Chamber of Commerce" - "DCC" and "City of Deadwood" and "COD".

The COD is the owner of Outlaw Square and is a legal governmental entity. Outlaw Square is managed by the DCC through dedicated staff assigned to Outlaw Square.

1. Outlaw Square Mission and Purpose

Outlaw Square is the result of a community effort directed toward the development of a local gathering space which will accommodate a variety of events for the public. **Our mission is to enrich the community, its citizens and its visitors by offering a central gathering place that hosts a wide variety of events and activities to build a stronger Deadwood and promote our rich history.**

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

2. Outlaw Square Policies

a. Prohibited Items and Behaviors

Due to safety concerns, glass bottles are prohibited.

Motorized vehicles may not be driven into OS events at any time, including to unload. Only OS, COD or DCC owned or approved operational equipment used by hired contractors or maintenance personnel may be driven within OS. Motorized vehicles may not be on display within Outlaw Square, unless approved in advance, in writing from Outlaw Square staff. Trailers are also not allowed within Outlaw Square without permission, and any food or beer vendors locations will be determined by Outlaw Square staff. Additional City of Deadwood permits may apply.

BBQ Grills may not operate within Outlaw Square unless approved by Outlaw Square staff for events.

Smoking and vaping within Outlaw Square is strictly prohibited, this includes staff, renters, volunteers, attendees, vendors and service providers.

Umbrellas, tents, or other privately-owned shading devices are not allowed if they are obstructing the view of others, as determined by OS staff or event security.

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.

Leashed dogs are allowed in Outlaw Square along with registered and marked service animals. No other animals are allowed in OS unless part of specific event.

Events must be complete no later than 10 pm, pursuant to Deadwood City Ordinances.

b. Banners and Signs

Banners and signs must be in good taste, must be installed in a professional manner at locations approved by OS and COD staff, and cannot obstruct the view of participants, the movement of foot traffic, or the accessibility of emergency vehicles. Management reserves the right to confiscate signs that are in violation of the OS and COD banner policy. All banner placement must be included on the event layout which is submitted to OS and COD 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 Planning and Zoning Administrator of the City of Deadwood can order to be removed any displays that are not appropriate in connection with the intended use of the Outlaw Square.

c. Parking

It is recommended that attendees use the nearby COD Parking Garage or COD Parking Lots. There will be no on-street trailer parking. Anyone involved in an event at Outlaw Square must follow all Deadwood City Ordinances and associated policies.

d. Internet/WIFI

Deadwood's Historic Main Street and OS offers free public WIFI, however OS 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 OS to restrict the use of portable chairs. Refer to event correspondence 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

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

3. Branding Guidelines

a. Use of Outlaw Square Logos

- i. Renters may not use any Outlaw Square logos for the promotion of their events or on any printed materials, unless approved by OS staff. OS logos may not be altered in any way, including the color and orientation.
- ii. Summer Season is from May-October and features the Sluice box and small water fountains depending on weather conditions.
- iii. Winter Season is from November-April and features a synthetic Ice Rink.
- iv. The OS stage can be utilized all year round.

b. Naming Rights and Outlaw Square sponsorships

Outlaw Square provides opportunities for sponsorships and naming rights to organizations and individuals. Please contact OS Operations Manager for sponsorship packet.

4. Venue Rental Policies

When not in use for internally produced events, Outlaw Square may be made available for the exclusive or 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 Outlaw Square 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 OS rules and regulations
 - Present special requests to the DCC Executive Director and if necessary the DCC Board of Directors
 - Provide official OS 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 OS OM
4. Submit all required City permits, provide copies to OS
5. Enforce all City and OS rules and regulations
6. Submit proof of required insurance to OS
7. All budget management for the event
8. Provide OS with a final event layout using the provided blank site plan, for approval by OS staff
9. Submit final numbers of attendees for OS records

b. Application Procedure

1. Complete the online application that can be found at www.outlawsquare.org/rental agreement
2. Your application may 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. An OS representative will contact you to schedule an initial walkthrough of the space. A second walk-through is required at least 30 days in advance of the event, in order for OS 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. Outlaw Square is an outdoor, open-air public event space. At all events, it will be reasonable to expect that uninvolved citizens will enter OS during the event and may not be denied entry to the public portions of OS including the restrooms, **with the exception of ticketed event, when OS is rented by private entity or fenced/cordoned off for ticketed private event.**

- iii. Prior approval is required before any materials, decorations or paper can be affixed to the walls, buildings, stage, or posts.
- 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 OS.
- 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 Deadwood Fire or Police Department and/or code enforcement may be on-site to ensure compliance and to address any concerns.
- vi. Renters are responsible for enforcing OS venue policies and rules and are held responsible for the behavior of their staff, volunteers, vendors and attendees.
- vii. Tents within OS must be installed and secured by OS 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 Outlaw Square staff and may not be changed once they have been approved.
- ix. Access to a reasonable amount of non-potable water at OS is available for the use of renters with assistance from Outlaw Square 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 Outlaw Square 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 Deadwood Chamber of Commerce or Outlaw Square. 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 Fees and deposit

Entire Square - A

\$2,500 Full Day (13 hours)

\$1,250 ½ Day

\$400 each additional hour

Multi-Use Space & Gazebo – B

\$1,000 Full Day (8 hours)

\$700 (4 hours)

\$400 (2 hours)

\$150 each additional hour

Stage Only – C

\$1,000 Full Day (8 hour)

\$700 (4 hours)

\$400 (2 hours)

\$150 each additional hour

Max XXL Screen Rental - \$750 (on site) –

\$2500 (off site)(off site rental must provide insurance coverage)

All rental fees will have 6.5% sales tax added to cost.

50% deposit required to ensure proper use, care and clean-up during rental of the space.

~~*The Sluice Box and Restrooms are not available for exclusive use by individuals, non-profits or companies. These areas must remain open to the public during regular business hours.~~

- a. Rental generally includes limited use of OS owned tents, tables (set up by OS Staff), and chairs. Inventory of available equipment available upon request.

Once confirmed, events held at Outlaw Square will be listed on website calendar.

Contact us for custom Birthday party areas for food & refreshments and presents/games.

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

b. Labor Fees

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

\$50 per hour if needed for set up and tear down

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

c. Ice Rink Fees

| | |
|---|---------|
| 1. Adults (13 and over) includes skate rental | \$5.00 |
| 2. Youth (Under 12) includes skate rental | \$4.00 |
| 3. Skate Rental | \$4.00 |
| 4. Skate Trainer | FREE |
| 5. Helmets | FREE |
| 6. Family Bundle 10 punch (12 & under) | \$45.00 |
| 7. Family Bundle 10 punch (13 & over) | \$75.00 |
| 8. Season Pass (12 & under) | \$65.00 |
| 9. Season Pass (13 & under) | \$90.00 |

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. Renters will contact OS for pricing information.

e. Refunds/Cancellation

- i. OS 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 Outlaw Square until all contracts have been signed. This includes social media.

- ii. OS may employ an official staff photographer, who will be granted all access to events at OS. These photos may be used for future OS promotional purposes at no cost and without watermarks to OS. Renters are able to take photos as well.

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 Deadwood and The Deadwood Chamber of Commerce/Outlaw Square as additionally insured.
4. Event Layout
5. City of Deadwood Special Event Application
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. Outlaw Square 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 Outlaw Square staff. Failure to leave the venue in an acceptable condition may result in rejection of future event applications.
- iii. Outlaw Square provides limited trash cans within the venue. If determined that the event will require additional trash containers, the renter must contact an approved private sector contractor to arrange for additional trash services. 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 Outlaw Square 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 Outlaw Square 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 an OS 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, the deposit will be credited to the final cost of the event.

6. Street Closures/City of Deadwood

Applications for street closures must be made to the City of Deadwood at least **60 days** in advance of the event. A road closure security crew or traffic control flagging may be required for set up.

7. Quality Standards/Code of Conduct

a. Renter/Volunteer/Vendor/Attendee Conduct

Outlaw Square is dedicated to providing a safe and enjoyable experience to the community and visitors. When attending, performing or planning an event at OS, 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 insightful
4. Verbal or physical harassment of others
5. Interfering with the progress of an event
6. Failing to follow instructions from Outlaw Square staff or security.
7. Intoxication or other signs of alcohol impairment by renters or volunteers that results in irresponsible behavior
8. Smoking or vaping is strictly prohibited
9. Renters are responsible for the conduct of their staff, volunteers, vendors, service providers and entertainment. OS 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 derogatory behavior while on stage. 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 Outlaw Square. 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 OS 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 Deadwood Chamber of Commerce/Outlaw Square and The City of Deadwood as additionally insured on their policy. A copy of the Certificate of Insurance (COI) must be submitted to OS 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 Outlaw Square insurance regulations. Intent to use these items must be discussed and approved with OS 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 South Dakota and must submit tax directly to the State of South Dakota upon completion of the event. The City of Deadwood also requires vendors to follow Deadwood City Ordinance Chapter 5.28.

a. Food Vendors

All food vendors must complete the OS application process before being confirmed for any events. Food vendors must be insured and have current South Dakota Department of Health documentation. 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 OS application process before being confirmed for the event. The City of Deadwood also requires vendors to follow Deadwood City Ordinance Chapter 5.28, and must remit sales tax directly to the State of South Dakota. Only pre-approved vendors will be allowed at the event. Craft vendors may not deviate from the list of submitted items for sale. Outlaw Square 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 Outlaw Square unless written permission from OS 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

Outlaw Square 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 Outlaw Square, 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 Outlaw Square.

c. Wristbands

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

d. Permits

The City of Deadwood requires permits for events wherein any alcohol is involved. To apply and confirm all city permits, contact the City of Deadwood Finance Office at 605-578-2600. These required permits are time sensitive and must have advance planning.

- i. **Open Container Permit** - required for all outdoor events that include alcohol

- ii. **Malt Beverage Permit-** required for all beer and wine sales. These are not available for use at Outlaw Square without prior authorization and permitting from COD and OS.
- iii. **Liquor Permit-** required for events where liquor and spirits are served or sold in addition to beer and wine and must be held by a licensed vendor with a retail liquor license and provide liability insurance.

e. Sale and Use

- i. If OS chooses not to reserve the right to sell alcohol at the event, renters may work with a vendor who holds a City of Deadwood 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 Deadwood approval and necessary permits.
- iii. Attendees may not take alcoholic beverages outside of the venue, pursuant to Deadwood City Ordinance unless an open container event has been approved. Renters must hire security, at their expense, to enforce this code if alcohol will be served.
- iv. Last call for alcohol will be 30 minutes prior to the scheduled event ending time.
- v. 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.
- vi. Attendees may not bring any outside alcohol into Outlaw Square 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 DCC 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 Deadwood Police Department presence, as determined by the City of Deadwood. 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. **EMT/Ambulance crew must be provided by renter**

12. Facility Information

a. Electricity

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

b. Lighting

Permanent lighting at Outlaw Square includes controllable lighting throughout the venue. There is permanent stage lighting but if need additional 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 Outlaw Square. 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 10 pm, in accordance with Deadwood City Ordinances. DB maximum limit at Main Street is 98 db.

e. Weather

Outlaw Square is a year-round, outdoor, uncovered, open-air venue. Every event should be planned for worst-case-scenario weather. OS 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 properly secured utilizing built in anchors or meet industry standard methods. Outlaw Square 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 Outlaw Square and are covered by the rental fee.

- ii. Permanent restrooms at Outlaw Square 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 Outlaw Square 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. Outlaw Square 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. Outlaw Square 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. Outlaw Square, its employees, volunteers, Deadwood Chamber of Commerce, Board of Directors and the City of Deadwood 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 Deadwood Chamber of Commerce/Outlaw Square, The City of Deadwood, 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 any part of the venue, Sluice Box, 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. OS will not provide any event supplies (i.e. batteries, zip ties, tools, ladders, extension cords, scissors, paper, tape, markers, etc.).
- ii. Outlaw Square owns a limited number of event equipment that can be used at an additional expense to the renter.
- iii. Outlaw Square 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 Lyrics (based on availability)

The undersigned duly authorized representative of the rental party has read and acknowledges the Outlaw Square Policies & Procedures:

Organization: _____

By: _____

Printed Name: _____

Title: _____ Date: _____