

2019 - Riverfront Wilmington Event Guidelines Commuter Lot A, B, & K

The following Riverfront Wilmington Event Guidelines (“Guidelines”) have been developed by the Riverfront Development Corporation of Delaware (“RDC”) to assist you in the planning of your Riverfront Wilmington (“Riverfront”) event. The Guidelines are not intended to form any kind of legal contract between you and the RDC and are for estimation and planning purposes only. The Guidelines are subject to change. Should you have any questions regarding these Guidelines, please feel free to contact **Yvette Buckner 302-425-4890 ext. 1109**.

Approval Process for Events

All events requesting use of Riverfront Wilmington facilities must do so in writing by completing an Event Facility Request Form. The completed forms will be reviewed and final approval for the event will be made in writing to the organizer. At least **90 days** prior to the event, the event organizer or authorized representative must present the logistical plan for the event. RDC reserves the right to restrict the number of approved events due to impact on Riverfront Wilmington businesses, traffic patterns, etc. Each organizer will receive an e-mail confirmation if event application is approved or denied at least 60 days prior to the event.

Initial: _____ Scheduling of Events

The RDC will do everything possible to work with event organizers to schedule their preferred date for an event. However, if there are conflicts with the calendar, the RDC reserves the right to offer an alternative date and event site to event organizers.

Initial: _____ Event Cancellation

All RDC facilities are available to event organizers rain or shine. If an event is cancelled due to extreme weather conditions at least 48 hours in advance, all refundable fees and deposits will be returned to the event organizer or RDC will give the organizer the ability to reschedule an event based on future availability only.

If event is cancelled within 24 hours of scheduled event date, there will be \$200.00 cancellation fee assessed to the event.

If the required paperwork is not received during the established timeline, RDC has the sole discretion to cancel the event date. In addition, there will be \$200.00 cancellation fee assessed to the event.

Initial: _____ Event Rain Date Request & Fees

Although all events are rain or shine, if the event organizer is requesting an available rain date, the event fees will increase by an additional \$400 which is non-refundable. RDC will not schedule any additional events which conflict with the calendar of the Chase Center on the Riverfront events, or Blue Rocks home games. The RDC reserves the right to offer an alternative date and site to event organizers. The RDC will do everything possible to work with event organizers to schedule their preferred date for an event.

Event Sites

All events are to set-up and start at the designated approved venue unless changed by the RDC. All venue locations will be clearly labeled and easily identified. There are three (3) options available.

1. **Lot A**
601-787 Madison Street, Wilmington, DE 19801, located on the back of
Frawley Stadium Outfield

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- RDC may, at its sole option, provide additional trash receptacles for the event. Requests for additional trash receptacles must be made in writing at least sixty (60) days prior to the Move-In Date of the Event.
- The event may be subject to additional fees for maintenance and custodial activities of \$50hr or more, as determined solely by the RDC, depending upon its history, predicted attendance, type, etc. and/or upon agreement between the RDC and the event organizer.

Initial: _____ **Refundable Security Deposit**

A Security Deposit of \$1,000 is required at least **90** days prior to the event and will be process upon receipt. This Security Deposit will be refunded provided that all other fees are paid in full, and that no damage has been done to the facilities.

Initial: _____ **Event Organizers/Coordinator**

All event organizers must follow event timelines. Any fees or paperwork that is not received within the schedule timeline will forfeit event date. Event organizers must contact the RDC **14 days** prior to the event to give a semi-final attendance count. If the attendance number exceeds any policy requirements, the event organizer shall be responsible for all expenses during the event and will be billed by the RDC.

RDC requires that a dedicated event coordinator be on-site always, including set-up and break-down. The event coordinator must remain on-site until all vendors and equipment have been removed from the facility. This person will be the primary point of contact for RDC event staff, maintenance, and ground crews throughout the event. The event coordinator must carry a cell phone or other means of communication always, and that phone number must be provided to RDC staff prior to event.

Initial: _____ **Load In/Load Out times**

Load In Lot A, B, & K

- All lots are available for equipment move-in beginning at 7 p.m. on Friday. In no case may the event begin earlier than the beginning dates/times or end later than the ending dates/times scheduled negotiated by the RDC on any given day during the event.

Load Out for ALL sites & Event End Times

All equipment (including tents and staging) must be removed **IMMEDIATELY** following the close of your event on Sunday at 8 p.m., unless otherwise agreed to in writing by RDC.

Vendors are not permitted to remain open for business after the ending time of the event. In the event all equipment and other items are not removed as provided above, RDC may remove such equipment or items and the organizer shall reimburse RDC for all charges associated with such removal plus an administrative fee equal to twenty percent (20%) of the costs of such removal.

Lot A & K are available from Friday 7PM evening to Sunday evening 8PM.

Lot B will be negotiated on a case by case basis.

Initial: _____ **Banners**

Any event that requires banners in Lot A, B & K will be installed in designated event locations by event organizers. All banners must be contained within event location. There is absolutely **NO STAKING** of any kind permitted. Under no circumstances are event organizers allowed

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to hang their own banners anywhere on the Riverfront via, trees, light poles or cranes. All banners, unless authorized by RDC, shall be removed directly following the conclusion of the event. There will be a \$50hr removal/disposal fee, charge towards the security deposit for any banners remaining on Riverfront/Lot properties after conclusion of events.

Initial: ___ **Signage**

RDC will provide directional parking signage to be used in conjunction with your event. RDC does not provide any signage specific to your event. RDC recommends, however, that you do utilize directional signage for parking, entrance(s), course route, etc. All signage must be provided and removed by event organizer and staff immediately following the opening and close of the event. Event signage cannot be bolted to any Riverfront structures for any reason such as buildings, fences, light pole, etc. Should RDC staff be required to remove and dispose of any signage remaining after your event, a fee of \$50 per sign will be charged against your Security Deposit.

Initial: ___ **Branding**

In all advertising and literature describing the location of the event, the event organizer shall expressly state the location to be "Riverfront Wilmington". Likewise, events using Lot A at Riverfront, "Lot B at Riverfront Wilmington", Lot K at Riverfront Wilmington.

Initial: ___ **Electricity**

Lot A, B, & K has NO electricity availability.

All equipment that requires electricity must be operated on a generator and secured by the event organizer.

Complete power requirements, including a schematic drawing plan indicating the locations using power and amperage at each location, must be provided to RDC a minimum of two weeks prior to the event. All equipment that requires up to and over 20 amperages, such as a normal electrical device, moon bounce, ice machine etc. must be operated on a generator, secured by the event organizer.

Note: Please review the City of Wilmington special event permits for all requirements regarding generator usage, including electrical inspection. Please request a schematic of outlets and available amperage should you intend to access power.

Initial: ___ **Staging**

Staging is the responsibility of each event. Event organizers may use the staging vendors of its choice, subject to the prior approval of the RDC. All staging vendor must contact RDC at 302-425-4890 for details on stage set-up at least sixty (60) days prior to the Move-In Date. No vendor or contractor shall set up staging without the prior approval of the RDC. Stage restrictions include, but are not limited to:

- The stage shall be no larger than 24' x 36'.
- The stage shall be set-up entirely upon paved areas of the Site. **ABSOLUTELY NO** staging may be set-up within any grassy areas.
- The stage shall be self-contained. There will be no Site access to power for any stage, sound, or lighting.
- There shall be **NO STAKING** of stage supports.

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Initial: ___ *Sound/Lighting systems*

RDC does not provide sound or lighting systems for use during your event. You may select a production company of your choice, subject to the prior approval of RDC. All sound and lighting equipment must use a generator.

Initial: ___ *Noise Ordinance*

Wilmington City Code 1149 Regulations Governing the Control of Noise. Riverfront Wilmington is now a residential area. All organizers are prohibited from engaging in any activity producing noise more than 65 decibels in the daytime (between 7 a.m. and 10 p.m.) All speakers must be positioned toward I-95 if using Lots A, B, or K.

Initial: ___ *Tents, Inflatables & Fees*

All tents and inflatables must be adequately weighted. There is absolutely **NO STAKING** of any kind permitted at any Riverfront venue including Lots A, B & K. If an event has staked any item during the time of their scheduled event, \$1000 security deposit will be forfeited. In no case may tents remain erected more than **3 HOURS** after the end time of your event without the express written consent of RDC. Failure to remove tents in a timely fashion will result in a charge against your Security Deposit of \$100/hour that tents remain on the premise. Please contact RDC for a preferred tent vendor list. **Large tents and inflatables of any kind will not be permitted at Hare Overlook Pavilion.**

Initial: ___ *Cooking*

There is no cooking permitted within any Riverfront venue except by authorized, licensed and inspected food vendors operating in affiliation with a contracted and insured event. If using, Lots A, B, or K, all cooking shall be contained to the specified parking lot. Cooking is not permitted on any sidewalks.

Initial: ___ *Restroom Facilities*

All events using Lot A, B & K must secure additional restroom facilities. You may use a portable toilet vendor of your choice, subject to the prior approval of RDC. Proof of portable toilet rentals is required thirty (30) days prior to your event.

Portable toilets **SHALL NOT** be positioned anywhere on the Riverwalk or surrounding areas any time. Portable toilets shall not be delivered earlier than two (2) days prior to an event and must be picked up immediately after the event. RDC requires all event organizers to provide one portable toilet per 100 person thereafter.

The public restrooms at the Shipyard Center will be accessible during all events on Saturday's & Sunday's.

Initial: ___ *Fencing*

RDC does not supply fencing for events. Fencing remains the sole responsibility of the event organizer. You may use the fencing vendors of your choice, subject to the prior approval of RDC. The following fencing vendors have been approved by RDC in the past:

National Event Services (888) 289-1928
City of Wilmington, Parks & Recreation (302) 576-3810

Initial: ___ *Vehicle Access to Site*

Vendors, contractors, staff and anyone else attending the event **SHALL NOT** drive nor park vehicles on grassy areas within the Site or on sidewalks, for any reason. Vehicle traffic must

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be kept to a minimum at all times during the Event. RDC reserves the right to restrict vehicle traffic during Lot A, B & K events.

Initial: ___ *Sidewalk Access*

All sidewalks along Lot A, B & K must remain clear and free of obstruction at all times. At no time shall tents, power cords, generators, displays, or any other structure impede or otherwise adversely affect pedestrian access to sidewalk areas.

Initial: ___ *Alcohol Sales*

All events selling alcohol must obtain a gathering license, signed by the RDC, from the Alcohol Beverage Control Commission. A copy of the license must be sent the RDC within 30 days of event. **Alcohol sales must end a minimum of ONE HOUR prior to the end time of the event.**

Initial: ___ *Vendors*

All vendors must strictly adhere to the following guidelines and any other guidelines imposed by RDC or any other authorized person. Vendors that do not adhere to all applicable guidelines may, at RDC's option and in RDC's sole discretion, be required to leave the event and/or be barred from participating in future events at Riverfront venues. Guidelines for vendors are as follows:

- Vendors must be self-contained.
- Vendors must have and display all applicable permits, including any permits issued by the Board of Health.
- Vendors shall remove all their own trash, including but not limited to used cooking grease, boxes, charcoal, pallets, cinder blocks, etc. The dumping of grease is **ILLEGAL** in the City of Wilmington.
- Vendors shall not mar or otherwise damage pavement surfaces in any way.
- Vendors must close for business no later than the closing time of the event and must vacate all Riverfront venues within sixty (60) minutes of the closing of the event.
- Vendors shall not sell "Silly String", "poppers" or any other products that RDC chooses to prohibit.
- Vendors are not permitted to sell glass bottles at Hare Overlook Pavilion, Lot B, and/or surrounding areas.
- Vendors shall not drive stakes or supports into any area, including any pavement and/or grassy areas.
- Food trucks are permitted on site at any event if they are a part of the actual event.
- Permit holder/park users must adhere to all rules and regulations contained within New Castle County, Delaware, Code of Ordinances Chapter 24-PARKS AND RECREATION (visit <http://www.nccde.org/417/Parks> for complete copy)

Initial: ___ *Overnight Security Guard*

RDC can provide overnight security at \$35/hour. Event organizers are not permitted to secure their own security guard for this location unless otherwise agreed by the RDC.

Initial: ___ *Police & EMS*

Event organizers must secure officers from the Wilmington Police Department for **ALL** events including race/walks more than 100 people, commensurate with the policies and procedures of the City of Wilmington and the RDC. Events that do not have an acceptable Police & EMS personnel/presence on-site will not be allowed to occur. **NO EXEPTIONS**

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Please call Master Sgt. Mitch Rentz at 302.571.4414 to arrange for police officers for your event. Please contact Wilmington Fire Department, Lt. Andrew Cavanaugh at 302-576-3152 or St Francis Hospital, Chief Scott Bundek at 302-363-5455 to arrange for EMS personnel. **NO EXEPTIONS**

Initial: _____ **Insurance**

The event organizer shall procure at its own expense and maintain in effect during the entire period of this event (including the move-in/move-out period) from companies and in a form reasonably acceptable to Riverfront Development Corporation of Delaware with following coverages:

- Comprehensive General Liability insurance providing for coverage for bodily or personal injury liability (including death), property damage, advertising liability or contractual liability with minimum policy limits of not less than One Million Dollars (\$1,000,000) per occurrence,
- Automobile Liability in an amount not less than One Million Dollars (\$1,000,000) Combined Single Limit for Bodily Injury and Property Damage,
- Statutory Workers' Compensation, and Employer's Liability for not less than One Hundred Thousand Dollars (\$100,000)
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In addition to; listing the following as additional insured on the submitted policy:

- Riverfront Development Corporation of Delaware, 815 Justison St., Wilmington, 19801
- Wilmington Blue Rocks, LLC, 801 Shipyard Drive., Wilmington, 19801
- Wilmington Blue Rocks, Inc., 801 Shipyard Drive, Wilmington, 19801
- Delaware Stadium Corporation, 801 Shipyard Drive, Wilmington, 19801

The event organizer shall furnish RDC with certificates of coverage evidencing the foregoing coverage **FOR ALL ENTITIES** not less than ninety (60) days prior to the date of the event. RDC shall be responsible for forwarding the certificates of insurance to the appropriate organization.

In addition, the organizer shall sign and return the attached Hold Harmless Agreement with the completed event facility request form in detail not less than ninety (90) days prior to the date of the event.

Site Rules and Regulations

All Federal, State, County and City of Wilmington Laws and Ordinances shall be enforced on the Site in addition to the following Site Rules and Regulations.

In addition to any other rules and regulations as the RDC may, in its sole discretion, proscribe, it shall be a violation for any person upon Site property to:

1. Sell, consume or be in possession of intoxicating liquors or beverages without a valid permit issued by the State of Delaware Alcoholic Beverage Control Commission.
2. Gamble in any manner, unless otherwise permitted by LICENSOR or another authorized person.
3. Discharge a firearm or air-gun, BB gun, slingshot or bow and arrow.
4. Injure or disturb any animals or wildlife, or their places of abode.
5. Drive on any prohibited area.
6. Erect, paint, affix or distribute any signs, advertisements or circulars, or sell anything without the necessary permits.
7. Deface, destroy, remove or otherwise damage or injure any Site property, signs or notices.
8. Leave discarded signs, garbage, trash and/or other refuse on the Site.

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9. Disregard any posted sign or notice on or about the Site or the provisions of any permit.
10. Bring vicious or unruly animals onto the Site, which may annoy, frighten or injure any person, animals or wild life or create an unsanitary nuisance or damage the Site.
11. Cause a fire without the express written permission of LICENSOR or without securing the necessary permits.
12. Ride or drive a horse upon areas other than drives, roads and paths intended for that purpose or handle a horse or other animal without due regard for the rights and safety of persons and property.
13. Disregard any instruction of a police officer or security officer.
14. Undertake any excavation, grading, trenching, digging, dredging, ditching, drilling, augering, tunneling, boring, backfilling, post pounding, hammering, scraping, plowing or driving of cable or pipe without the prior written consent of LICENSOR.
15. Use, store, handle, dispose or generate any hazardous wastes or substances.
16. Nail, tack, screw, tape or otherwise attach decorative or other materials to the Site, or any part thereof, without the prior consent of LICENSOR.

Initial: _____ City of Wilmington Special Event Criteria

The City of Wilmington defines a ‘Special Event’ as any organized activity that occurs within Wilmington’s city limits which attracts a crowd to a public or private venue.

A Special Event meets any ONE of the following criteria:

1. Requires the services and/or approval of two or more City Departments.
2. Attracts more than 100 people.
3. Is held in a publicly visible space (including a private plaza or residential backyard).

There is a separate City of Wilmington Special Events Application that must be filled out. To determine if your event is considered a ‘Special Event’, please contact WEPT Special Events Coordinator on behalf of Mayor's Office of Cultural Affairs, Tiffany Christopher at (302) 576-2138 or download your application at specialevents@WilmingtonDE.gov

All event organizers must furnish a copy of the City of Wilmington event application approval 14 days prior to the event date to the RDC.

Initial: _____ Riverfront Wilmington Event Timeline & Cost Breakdown

| | |
|---------------------------------|---------------------------------|
| Completed Application | Due 90 days prior to your event |
| Signed License Agreement | Due 90 days prior to your event |
| Certificate of Insurance | Due 60 days prior to your event |
| Completed Event Status Report | Due 30 days prior to your event |
| Completed Vendor List | Due 30 days prior to your event |
| Event Layout | Due 30 days prior to your event |
| Proof of Portable Toilet Rental | Due 30 days prior to your event |

Required Fees

| | | |
|-----------------------------|---------|---------------------------------|
| Refundable Security Deposit | \$ 1000 | Due 90 days prior to your event |
| Riverfront Event Fee | \$ 500 | Due 30 days prior to your event |
| Basic Maintenance | \$ 150 | Due 30 days prior to your event |

Optional Services

| | | |
|------------------------------|----------------|---------------------------------|
| Overnight Security Guard | \$ 35 per hour | Billable after your event |
| Non-Refundable Rain Date Fee | \$ 400 | Due 30 days prior to your event |

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The above cost breakdown is subject to change and may be different based upon the specific details your event. Unless otherwise expressly agreed in writing, this cost breakdown is not legally binding on RDC. Failure to adhere to these Guidelines or any other applicable deadlines may result in the Riverfront Development Corporation of Delaware exercising its contractual right to terminate the License Agreement for use of the Riverfront Wilmington Event Facility.

Conflict

In the event of a conflict between the terms and conditions of these Guidelines and the terms and conditions of any License Agreement executed by and between you and the RDC, the terms and conditions of such License Agreement shall control.

No Representations or Warranties

RDC makes no representations or warranties, either express or implied, regarding the information contained in these Guidelines.

Please sign and date below stating that you have read, understand, and agree to all the terms above.

Signature: _____ **Date:** _____

**Return to: Riverfront Development Corporation of Delaware
Yvette Buckner, Promotion and Events Manager
815 Justison Street Wilmington, DE 19801
Email: ybuckner@riverfrontwilm.com Phone: 302-425-4890 Fax:302-425-4897**



Riverfront Development Corporation
OF DELAWARE

2019 Credit Card Authorization Form

Contact Name: _____

Print name as appears on card: _____

Company Name: _____

Cardholder's Billing Address: _____

Name of the Event: _____

Date of Event: _____

Credit Card #: _____ Exp. Date: _____

Three or Four-digit Security #: _____ (located on front or back of your card)

Zip Code of Credit Card Billing Address: _____ (Must Match Cardholder's Billing Address)

Telephone Number: _____

E-mail Address: _____

I authorize Riverfront Development Corporation to apply payments on my credit card toward the above-mentioned event for the agreed upon amount(s) state below.

Deposit: _____ Event Fees: _____

Signature: _____ Date: _____

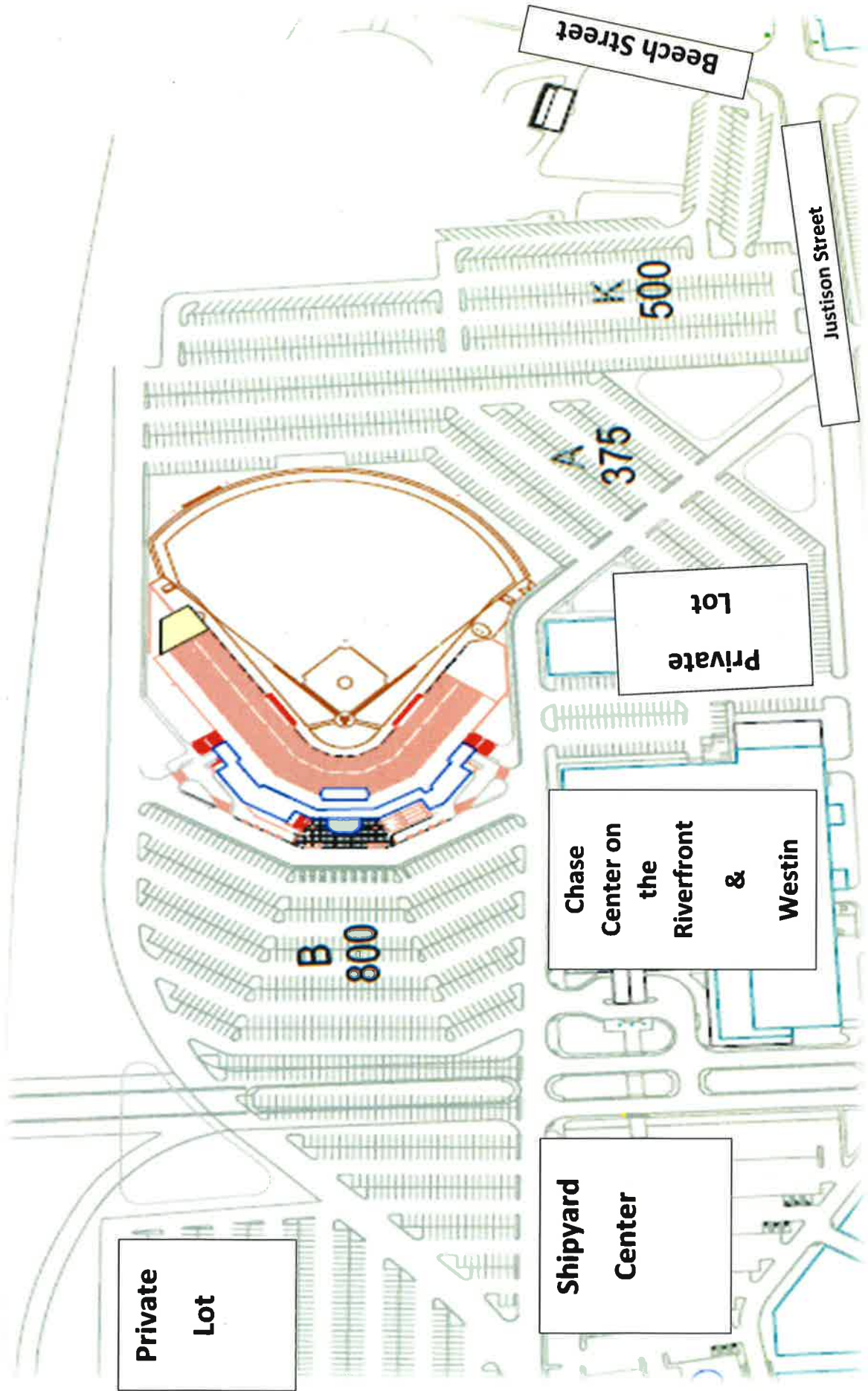


RIVERFRONT MAP KEY

- parking
- riverwalk
- river taxi stops

RIVERFRONT MAP KEY

- 1 Kalmar Nyckel Shipyard / Fort Christina Park
- 2 Opera Delaware Studios / City Theater Co.
- 3 Wilmington Youth Rowing Assoc.
- 4 Amtrak Station
- 5 Residences at Christina Landing
- 6 Tubman-Garrett Riverfront Park
- 7 Banks Seafood Kitchen / Riverfront Market
- 8 101 Avenue of the Arts
- 9 Delaware Theatre Company
- 10 Così / The Goddard School Crescent Dental
- 11 Docklands Riverfront
- 12 Hare Pavilion / Riverwalk
- 13 AAA Mid- Atlantic Ravel Center
- 14 Delaware Contemporary
- 15 Constitution Yards Beer Garden Riverfront Rink Ice Rink
- 16 Dei Pez Mexican Gastro Pub / Goju-Robics
- 17 Veritas Wine & Spirits Currie Hair, Skin & Nails Riverfront Pets / Starbucks
- 18 Penn Cinema Riverfront IMAX
- 19 Justison Landing
- 20 Delaware Children's Museum (DCM) Riv Fit Athletics Altitude Trampoline Park Riverwalk Mini Golf
- 21 Public Docks / Riverboat Queen
- 22 Joe's Crab Shack
- 23 Iron Hill Brewery & Restaurant
- 24 Big Fish Grill
- 25 Frawley Stadium & DE Sports Hall of Fame
- 26 Michael S. Purzycki Walk
- 27 Dravo Plaza & Dock
- 28 Planet Fitness
- 29 Chase Center on the Riverfront The Westin Wilmington River Rock Kitchen
- 30 Timothy's Restaurant / Drop Squad Kitchen Ubon Thai Cuisine
- 31 Shipyard Center
- 32 Russel W. Paterson Urban Wildlife Refuge DuPont Environmental Education Center Jack A. Markell Trail



Beech Street

Justison Street

K 500

A 375

Private Lot

Chase Center on the Riverfront & Westin

B 800

Private Lot

Shipyard Center