

# Proposed Street Performer Amendment

Amends various sections of LVMC Chapter 11.68 to update provisions governing street performers within the Pedestrian Mall.

Contents:

- Summary of the proposed changes
- Draft of the proposed ordinance
- Draft of the Code of Conduct

Please note:

**[abc]**

bracketed text reflects a deletion

**abc**

underlined text reflects an addition

Where language indicates that a new Code section is to be added, all provisions in that section are new, although in some cases it is just a replacement for language repealed in a previous section of the ordinance amendment.

## Summary: Street Performer Ordinance Amendment

LVMC	Subject	Existing Language	Proposed Language
11.68.020	Definitions	<ul style="list-style-type: none"> <li>• “Specified time frame” means the period between 3:00 p.m. and 1:00 a.m.</li> <li>• “Street performer” ...includes persons commonly referred to as “buskers” or those who engage in “busking” activities.</li> </ul>	<ul style="list-style-type: none"> <li>• “Specified time frame” means the period between 2:00 p.m. and 2:00 a.m.</li> <li>• “Street performer” ...includes persons commonly referred to as “buskers” or those who engage in “busking” activities and also includes any person who, by any device, subterfuge or pretense, seeks to avoid application of the provisions of this Chapter that pertain to street performers.</li> </ul>
11.68.105	Expressive Activity	<p>Allows for one table (subject to size limits) to be used in the connection with expressive activity, so long as it is not located:</p> <ul style="list-style-type: none"> <li>• Within 20’ of any building entrance or ATM;</li> <li>• Within 10’ of any retail kiosk;</li> <li>• Within 10’ of the outer perimeter of any in-use outdoor dining area;</li> <li>• Within 20’ of any fire lane or crosswalk;</li> <li>• At any location that will obstruct or impede pedestrian traffic; or</li> <li>• Within 40’ of another table used for expressive activity.</li> </ul>	<p>Maintains the same requirements, with one additional location restriction:</p> <ul style="list-style-type: none"> <li>• May not be located within 10’ of any street performer engaged in a street performance, or within 10’ of the designated location of a street performer at any time that location is occupied by a street performer.</li> </ul>

## Summary: Street Performer Ordinance Amendment

<b>11.68.107 (C)(2)</b>	<b>Street performers</b>	<p>Street performers may perform within the Pedestrian Mall in accordance with the following conditions and limitations:</p> <ul style="list-style-type: none"> <li>• SPs have no right to “reserve” any space or location, except through the lottery</li> <li>• SPs must adhere to the same location restrictions as 11.68.105 with the addition of: <ul style="list-style-type: none"> <li>○ May not be within any area of the Pedestrian Mall that is closed to the public (such as on a closed stage provided by FSE)</li> <li>○ May not be within 40’ of another street performer</li> <li>○ May not be within 100’ of the stage during any sponsored concert</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Removes the limitation regarding a distance of 100’ of the stage during any sponsored concert.</li> <li>• Changes the distance separation between another street performer from 40’ to 30’.</li> </ul>
<b>11.68.107 (C)(4)</b>	<b>Street performers</b>	<p>SPs may not place items on the ground unless they are w/in a 2’ radius of the performer, do not obstruct peds, or cause a risk, and are integral to the performance</p>	<p>Changes the restrictions regarding items on the ground to say:</p> <p>SPs may not place objects on the ground unless they are incidental personal items (coats, purses) or are integral and indispensable to the performance (container to accept donations). Items must be within the circle during the designated timeframe (2pm-2am) or within a 2’ radius of the SP outside of the designated timeframe. Items may not obstruct or impede ped traffic or cause a risk to passersby.</p>

## Summary: Street Performer Ordinance Amendment

<b>11.68.107 (D)</b>	<b>Street performers</b>	No existing language.	Disallows SPs from engaging in any activity that can potentially cause bodily injury to any person (including the SP), such as acrobatics, tumbling or simulated fighting, unless the SP obtains, maintains and provides proof of commercial general liability insurance w/limits not less than \$1mil each occurrence. CLV and FSE LLC must be named as additional insureds.
<b>11.68.107 (E)</b>	<b>Street performers</b>	No existing language.	Clarifies that a SP shall not be deemed an employee, agent, or representative of CLV or FSE LLC, and SPs shall hold harmless these entities against any liability or claim or damage arising out of any performance by the SP.

## Summary: Street Performer Ordinance Amendment

11.68.108	Street performers – Designated locations	<ul style="list-style-type: none"> <li>• Requires 38 designated locations (circles), with no fewer than 25 available at any given time</li> <li>• If a space is not occupied by a lottery winner during the designated timeframe (3pm-1am) the spot may be used on a first-come-first-serve basis</li> <li>• No SP shall use a space for more than 2 hours at a time</li> <li>• The CLV or FSE LLC shall establish a lottery system by which performers are allotted spaces during the designated timeframe (3pm-1am).</li> <li>• No SP may perform within a circle during the timeframe unless he/she has been allotted that location, or no one has been allotted that location in the lottery.</li> <li>• After the first use of a circle as a SP, that person must register as a SP within 72 hours of the first use. The registration shall expire after 180 days. Upon expiration, a person must register again.</li> <li>• Registration may be anonymous, and requires a description of the intended use with a complete listing of characters to be performed. The Business Licensing Division may deny registration only for failure to provide this info.</li> </ul>	<ul style="list-style-type: none"> <li>• Clarifies that a SP may not use a circle during the timeframe unless he/she has been allotted that location, no one has been allotted that location in the lottery, <b>or the space has remained empty at least 15 min after the assigned time period began.</b> (ex. Space was assigned from 2-4pm, but the assigned SP has not arrived by 2:15pm).</li> <li>• Clarifies that a SP may not sell, assign, transfer, lend, pledge, give or otherwise convey to another person an allotted location or assigned time period.</li> <li>• Requires the SP to register again or update the registration within 180 days to avoid the expiration.</li> <li>• Adds to the section saying the Business Licensing Division may deny registration only for failure to provide description of intended use and list of characters and <b>adds failure to provide liability insurance when required.</b></li> <li>• Creates a new requirement for registration to include the issuance of a photo ID for the SP, which would be issued by CLV at no cost (unless a replacement is needed).</li> <li>• An SP who elects not to participate in the lottery system may perform during the specified timeframe only if the location is unreserved and unoccupied and on a first-come-first-served basis</li> <li>• <b>FSE LLC has the right to reserve designated locations between Main St and 4<sup>th</sup> St for performers who abide by a code of conduct. FSE and CLV may implement written rules and procedures to allocate and reassign the designated locations and to create and enforce a code of conduct.</b></li> </ul>
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1 **BILL NO. 2019-**

2 **ORDINANCE NO. \_\_\_\_\_**

3 AN ORDINANCE TO AMEND VARIOUS SECTIONS OF LVMC CHAPTER 11.68 TO UPDATE  
4 PROVISIONS GOVERNING STREET PERFORMERS WITHIN THE PEDESTRIAN MALL, AND TO  
PROVIDE FOR OTHER RELATED MATTERS.

5 Sponsored by: Council

Summary: Amends various sections of LVMC  
Chapter 11.68 to update provisions governing  
street performers within the Pedestrian Mall.

7 THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS  
8 FOLLOWS:

9 SECTION 1: Title 11, Chapter 68, Section 10, of the Municipal Code of the City of Las  
10 Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

11 **11.68.010:** (A) In connection with the adoption of LVMC Chapter 11.68 in 1995, the City Council  
12 made the following findings: That there has been a progressive decline in the economic growth and vitality  
13 of businesses located in the central business district of the City which is attributable to the decrease in tourists  
14 and other visitors to the central business district, that a special effort is needed on the part of the City to create  
15 new jobs, maintain existing employment opportunities, attract new businesses, tourists and visitors to the  
16 central business district and thereby restore the economic growth and vitality thereof and that the closure of  
17 certain streets or parts thereof to vehicular traffic and the creation of a Pedestrian Mall for the movement,  
18 safety, convenience, enjoyment, entertainment, recreation and relaxation of pedestrians is in the best interest  
19 of the City and beneficial to the owners of adjacent property and the businesses located in the central business  
20 district.

21 (B) The Council incorporates and makes the same findings in connection with the  
22 readoption of this Chapter in 2006 and subsequent amendments thereto.

23 (C) In 1995, the City Council further found, and continues to find, that it is in the best  
24 interest of the public to select and contract with a private operating entity for the acquisition, construction,  
25 improvement, operation, management or maintenance of the Pedestrian Mall.

26 (D) Since the creation of the Pedestrian Mall, the City has enacted various ordinances

1 attempting to maintain the Pedestrian Mall's principal purpose, which is to serve as an economic and  
2 entertainment venue that will enhance the historical central business district. Prior to the Mall's creation, the  
3 former Fremont Street area had become known as unseemly and crime ridden, with tourists and businesses  
4 leaving the area for a safer and more hospitable environment. The Pedestrian Mall was created to reverse  
5 that declining environment, and provide a safe and enjoyable entertainment experience to attract tourism and  
6 thereby support surrounding economic growth.

7 (E) Over the years, the City has amended its ordinances endeavoring to facilitate and  
8 enhance the Mall's purpose. Most recently, in 2011, the City and the American Civil Liberties Union of  
9 Nevada settled a long-standing lawsuit concerning expressive activities within the Mall. Specifically, the  
10 City, Fremont Street Experience, LLC and the ACLU endeavored to jointly reach a compromise as to various  
11 ordinance amendments to address what types of restrictions upon expressive activity would be appropriate.  
12 Although those amendments were created by a cooperative effort and ultimately adopted, it was understood  
13 and expressly discussed before the City Council that those amendments and restrictions may not be adequate  
14 to address public safety and preservation of the Mall's purpose, considering its unique environment. The City  
15 would test the effectiveness of those ordinance amendments to determine whether additional or lesser  
16 restrictions were warranted.

17 (F) [Since] After those 2011 amendments, the Mall's environment and function [has]  
18 deteriorated. The 2011 amendments principally imposed various distance restrictions from specific uses  
19 where expressive activity could occur. However, considering the Pedestrian Mall's congested nature, [it  
20 appears that] the distance restrictions [have] created uncertainty among the general public and thus [have]  
21 led to confusion as well as in-fighting as to where expressive activity may or may not occur. Indeed, the  
22 environment of the Pedestrian Mall [has become] became such that certain persons or groups [have]  
23 attempted to monopolize certain locations, [have been] and were the recipients of threats and other forms of  
24 intimidation in an attempt to control certain areas where expressive activity [is presently] was allowed.  
25 Unfortunately, the 2011 amendments [have] facilitated an inhospitable environment that [is] was  
26 incompatible with the Mall's entertainment and commercial purposes, and [has] further resulted in a

1 deterioration of public safety and well-being.

2 (G) Considering the confusion as to where expressive activity [is] was appropriate,  
3 particularly activity engaged in by street performers, and to combat infighting and competition for the most  
4 desirable locations, to enhance access for all desired users of the Mall, including those seeking to engage in  
5 expressive activity, the City [determines] determined in 2015 that it [is] was necessary and appropriate to  
6 create designated areas for the activities of street performers during peak hours of the Mall's usage and to  
7 further ensure that no one is permitted to monopolize or use those locations to the exclusion of others.

8 (H) Since enactment of the 2015 amendments, changes within the Pedestrian Mall  
9 environment have necessitated additional amendments to this Chapter. Specifically, the Pedestrian Mall has  
10 seen a significant increase in foot traffic during certain hours, necessitating an increase in the time periods  
11 during which certain restrictions are effective on the Pedestrian Mall. In addition, there is overwhelming  
12 evidence that certain street performers are being excluded from what are perceived as more desirable  
13 performance locations by other street performers who are engaging in fraudulent activity during a lottery  
14 process. Such activity includes the creation of hundreds of phantom or duplicate online accounts, as well as  
15 the sale and bartering of performance location permits, which the City has been unable to prevent. The City  
16 has additionally encountered the following undesirable activities on the Pedestrian Mall: (1) subterfuge by  
17 street performers hoping to avoid enforcement of the 2015 amendments; (2) fraud; (3) inviting pedestrians  
18 to unwittingly participate in performances that present a risk to their own physical safety; and (4) continued  
19 interference with stage performances that are sponsored by The Fremont Street Experience Limited Liability  
20 Company.

21 (I) Many street performers who receive gratuities are engaged as professional  
22 entertainers whose livelihood comes, wholly or in part, from gratuities received while performing on the  
23 Pedestrian Mall. Many of those street performers have been frustrated by the lack of professionalism among  
24 other performers which, in turn, has made it more difficult for street performers to perform on the Pedestrian  
25 Mall. As such, it is in the best interests of the City, street performers, and the public to reserve certain  
26 designated locations in a manner that incentivizes and rewards good conduct and professionalism among



1 street performers within the Pedestrian Mall.

2 (J) Accordingly, the City Council hereby adopts the amendments contained in the  
3 [2015] 2019 ordinance codified in part in this [Subsection (Ordinance No. 6462)] Section (Ordinance No.  
4 \_\_\_\_\_) to impose reasonable time, place and manner restrictions within the Pedestrian Mall.

5 SECTION 2: Title 11, Chapter 68, Section 20, of the Municipal Code of the City of Las  
6 Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

7 **11.68.020:** As used in this Chapter:

8 “Assigned time period” means a period of time within the specified time frame that has been allotted  
9 for use by street performers at a particular designated location.

10 “Celestial vault lightshow” is the display of computer-generated electronic images on the ceiling of  
11 the celestial vault constructed above Fremont Street and the various light and sound effects accompanying  
12 such images.

13 “Commercial photography, filming or videotaping” means photography, filming or videotaping for  
14 commercial purposes and does not include photography, filming or videotaping engaged in for personal use  
15 or for news reporting purposes.

16 “Designated location” means an area that has been set aside or designated in accordance with Section  
17 11.68.108 for use by street performers during the specified time frame.

18 “Display vehicles” are those vehicles brought into the Pedestrian Mall for purposes of display to the  
19 public, and not for the primary purpose of transporting persons or property.

20 “Emergency vehicles” are those motorized devices in, upon or by which any person or property is or  
21 may be transported or drawn upon a street or sidewalk, including, without limitation, automobiles,  
22 motorcycles and mopeds.

23 “Expressive activity” means any demonstration, speech, proselytizing, leafleting, distribution of  
24 message-bearing merchandise or other activity that is deemed to be expressive and thereby entitled to  
25 protection under the United States Constitution or the Nevada Constitution. A performance by a street  
26 performer that might be characterized as consisting of or containing expressive activity shall be subject to

1 and governed by the provisions of this Chapter that pertain to street performers, notwithstanding any overlap  
2 regarding expressive activity.

3 “Exterior building improvements” means the building facades, marquees, overhangs, recessed  
4 entries, adjoining mall area paving materials, signage and graphics, adjoining landscaping, building  
5 illumination and audible effects or devices.

6 “Integral and indispensable,” with respect to a street performer’s performance, refers to an item, thing  
7 or activity that is necessary to the performance such that the performance cannot be undertaken without it.  
8 The term does not include items of furniture as they are commonly understood, including chairs.

9 “Leafleting” means the act of distributing to any passersby in a continuous or repetitive manner any  
10 printed, written or graphic materials, whether commercial or noncommercial in content.

11 “Maintenance vehicles” are those vehicles owned or operated by the City of Las Vegas, as well as  
12 vehicles owned and operated by utilities and other vehicles requiring access onto the Pedestrian Mall for the  
13 purpose of the repair and maintenance of the Pedestrian Mall or facilities and structures contained therein.

14 “Mall vending” is the distribution, display or sale, or any combination thereof, of consumer goods  
15 or services (including food, drink or merchandise) from a pushcart, concession stand, kiosk or other similar  
16 structure designed for such purpose.

17 “Management agreement” means that agreement executed between The Fremont Street Experience  
18 Limited Liability Company and the City of Las Vegas for the purpose of acquisition, construction, operation,  
19 management or maintenance of the Pedestrian Mall.

20 “Message-bearing merchandise” means products bearing a message that is:

21 (1) A permanent part of the product to which it is affixed and is readable or recognizable  
22 from a reasonable distance;

23 (2) Inextricably intertwined with the purpose and activities of the distributor of the  
24 product or the person or entity whom the distributor represents; and

25 (3) A conspicuous political, religious, philosophical or ideological message having  
26 intellectual content that is informative of the purpose of the distributor or the person or entity whom the

1 distributor represents.

2 “Motorized vehicles” are those motorized devices in, upon or by which any person or property is or  
3 may be transported or drawn upon a street or sidewalk, including, without limitation, automobiles,  
4 motorcycles and mopeds.

5 “Parade” is a group of persons with or without animals or vehicles in a public procession or march  
6 and does not include a procession or march in connection with a special event or mall entertainment.

7 “Pedestrian Mall Act” refers to NRS 268.810 through 268.823.

8 “Solicitation” has the meaning ascribed to it by LVMC 10.44.010(A).

9 “Solicitation by coercion” has the meaning ascribed to it by LVMC 10.44.010.

10 “Special events” include festivals, sporting events, exhibitions, entertainment and similar activities  
11 which are not offered on a continuous basis, whether or not members of the public pay an admission or  
12 entrance fee to be spectators or participants.

13 “Special permit vehicles” are those vehicles authorized by The Fremont Street Limited Experience  
14 Liability Company in accordance with Section 11.68.080 to enter upon the Pedestrian Mall.

15 “Specified time frame” means the period between [three] two o’clock p.m. on any particular day and  
16 [one] two o’clock a.m. the following morning.

17 [“Sponsored concert” means a concert or performance that is provided by or on behalf of The  
18 Fremont Street Limited Liability Company and takes place on one of the permanent stage structures within  
19 the Pedestrian Mall.]

20 “Street performer” means a person who, upon any surface designated as part of the Pedestrian Mall,  
21 engages in any form of performing art, including but not limited to posing, acting, dancing or miming,  
22 whether in costume or not; the playing of any musical instrument, singing or vocalizing, with or without  
23 accompaniment, where the performing art is not provided by or on behalf of The Fremont Street Limited  
24 Liability Company. The term “street performer” includes persons commonly referred to as “buskers” or those  
25 who engage in “busking” activities[.], and also includes any person who, by any device, subterfuge or  
26 pretense, seeks to avoid application of the provisions of this Chapter that pertain to street performers.

1                   SECTION 3: Title 11, Chapter 68, Section 70, of the Municipal Code of the City of Las  
2 Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

3 **11.68.070:** Notwithstanding any other provisions of the Las Vegas Municipal Code, and in accordance  
4 with the provisions of the Pedestrian Mall Act, the City Council delegates to The Fremont Street Experience  
5 Limited Liability Company authority to control and regulate within the Pedestrian Mall the following:

6                   (A) The distribution and location of movable furniture, sculpture, devices to control  
7 pedestrian traffic, landscaping and other facilities that are incidental to the Pedestrian Mall;

8                   (B) The uses to be permitted or restricted on the Pedestrian Mall by occupants of  
9 abutting property, utilities (provided such is not in conflict with the rights granted under any franchise  
10 agreement), concessionaires, vendors, newspaper vending machines and others to serve the convenience and  
11 enjoyment of pedestrians, and the location of such uses;

12                  (C) The raising of revenue through the imposition of a fee for the use of all or a portion  
13 of the Pedestrian Mall for special events, commerce or activities to offset the cost of operating and  
14 maintaining the Pedestrian Mall;

15                  (D) The use of the Pedestrian Mall for advertising purposes and the charging of a fee in  
16 connection therewith;

17                  (E) The operation of any lighting, heating or other facilities in the Pedestrian Mall;

18                  (F) The replacement of any landscaping and maintenance of the furniture and facilities  
19 in the Pedestrian Mall;

20                  (G) The access to all or part of the Pedestrian Mall by the public and closure of the  
21 Pedestrian Mall to the public for purposes of special events or activities for limited periods of time;

22                  (H) Other activities, actions or conduct to promote the best interests of the public and  
23 carry out the provision of the Pedestrian Mall Act.

24 The authority delegated herein shall be subject to the City's police power, the provisions of the management  
25 agreement and the other provisions of this Chapter and shall not be construed in derogation of the  
26 constitutional or statutory rights of any person.

SECTION 4: Title 11, Chapter 68, Section 100, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

**11.68.100:** (A) The following are prohibited within the Pedestrian Mall:

- (1) Parades;
- (2) Sleeping or camping;
- (3) Littering;
- (4) Sexually oriented businesses as described in Section 19.12.070; and
- (5) Feeding birds.

(B) The following are prohibited within the Pedestrian Mall, except under the conditions stated:

(1) Animals, unless used in connection with a mall activity authorized by The Fremont Street Experience Limited Liability Company or used for the purpose of assisting the visually or aurally impaired;

(2) Mall vending, special events or other commercial activities, unless such activities are conducted by or on behalf of The Fremont Street Experience Limited Liability Company;

(3) The use of unicycles, bicycles and other types of cycles, skateboards, roller skates, in-line skates, hula hoops larger than four feet in diameter, and shopping carts, except as authorized by The Fremont Street Experience Limited Liability Company in connection with special events and mall entertainment;

(4) The placement of any cart, wagon, table, rack, chair, box, cloth, stand, booth, container, structure or other object within the Pedestrian Mall, except:

(a) As conducted by or on behalf of The Fremont Street Experience Limited Liability Company; or

(b) As specifically allowed under Sections 11.68.105 and 11.68.107;

(5) Amplified sound which originates from within the Pedestrian Mall or from properties or businesses abutting the boundaries of the Pedestrian Mall, except where conducted by or on

1 behalf of The Fremont Street Experience Limited Liability Company or as permitted under Section  
2 11.68.107;

3 (6) The launching or throwing of projectiles or other objects into or through the  
4 air, except in connection with events that are conducted by or on behalf of The Fremont Street Experience  
5 Limited Liability Company;

6 (7) Entertainment and related services for which a fee is charged, either before  
7 or after the entertainment and related services are performed, except in connection with events that are  
8 conducted by or on behalf of The Fremont Street Experience Limited Liability Company;

9 (8) The distribution of food, beverage or tobacco items, except in connection  
10 with events that are conducted by or on behalf of The Fremont Street Experience Limited Liability Company;

11 (9) Commercial photography, filming or videotaping, except in connection with  
12 events that are conducted by or on behalf of The Fremont Street Experience Limited Liability Company;

13 (10) Lying or sitting on the ground, except:

14 (a) In cases of emergency;

15 (b) As approved in connection with events that are conducted by or on  
16 behalf of The Fremont Street Experience Limited Liability Company; or

17 (c) By a street performer as part of a performance authorized under  
18 Section 11.68.107;

19 (11) Open flames, except in connection with events that are conducted by or on  
20 behalf of The Fremont Street Experience Limited Liability Company; [or] and

21 (12) Any generator of any sort or any lead acid battery, except in connection with  
22 events that are conducted by or on behalf of The Fremont Street Experience Limited Liability Company. The  
23 prohibitions contained in this Paragraph (12) do not apply to any battery or power source that is contained  
24 within and integral to a commercially manufactured appliance or speaker system unless the battery or power  
25 source has been found to be in violation of applicable Fire Code regulations.

26 SECTION 5: Title 11, Chapter 68, Section 103, of the Municipal Code of the City of Las

Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

**11.68.103:** (A) Solicitation by coercion is prohibited within the Pedestrian Mall.

(B) Any other solicitation is prohibited at all times within the Pedestrian Mall at the following locations:

(1) Within twenty feet of any building entrance or ATM;

(2) Within ten feet of any retail kiosk or cart, but subject to the provisions of

Subsection (C) of this Section;

(3) Within ten feet of the outer perimeter of any outdoor dining area while the area is being used for dining;

(4) Within twenty feet of any fire lane or crosswalk; and

(5) Within ten feet of any street performer engaged in a street performance, or within ten feet of the boundary of a designated location referred to in LVMC 11.68.108(A)(2) at any time that location is occupied by a street performer.

[(5)] (6) At any location that will obstruct or impede pedestrian traffic.

(C) The distance limitation set forth in Paragraph (2) of Subsection (A) shall not apply if and to the extent that The Fremont Street Limited Liability Company, at any given time, has established or permitted more than fifty retail kiosks or carts within the Pedestrian Mall.

SECTION 6: Title 11, Chapter 68, Section 105, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

**11.68.105:** (A) Expressive activity is allowed within the Pedestrian Mall without the requirement of a permit or registration, but is subject to the conditions and limitations set forth in this Section as well as other applicable provisions of the Las Vegas Municipal Code.

(B) No blanket, carpet, cover, chair, crate, box, cooler, container, item of furniture, structure or display of any type may be erected or placed upon the Pedestrian Mall or its surface in connection with expressive activity, except that a person or organization engaging in such activity may place and use, in furtherance of that activity, one table, not to exceed three feet by three feet in size, at a location that complies

1 with the provisions of Subsection (C) of this Section.

2 (C) At no time may tables allowed under Subsection (B) be located:

3 (1) Within twenty feet of any building entrance or ATM;

4 (2) Within ten feet of any retail kiosk or cart, but subject to the provisions of  
5 Subsection (F) of this Section;

6 (3) Within ten feet of the outer perimeter of any outdoor dining area while the  
7 area is being used for dining;

8 (4) Within twenty feet of any fire lane or crosswalk;

9 (5) Within ten feet of any street performer engaged in a street performance, or  
10 within ten feet of the boundary of a designated location referred to in LVMC 11.68.108(A)(2) at any time  
11 that location is occupied by a street performer;

12 [(5)] (6) At any location that will obstruct or impede pedestrian traffic; or

13 [(6)] (7) Within forty feet of another table that has been erected or placed for  
14 purposes of expressive activity.

15 (D) Coolers, storage boxes and similar items may not be placed on the ground in  
16 connection with expressive activity; provided, however, that this prohibition does not apply to incidental  
17 personal items such as purses or coats, or to backpacks whose capacity does not exceed two cubic feet.

18 (E) In the case of a demonstration, The Fremont Street Limited Liability Company may  
19 direct that the demonstration be moved to one or more locations within the Pedestrian Mall so as not to  
20 obstruct or impede pedestrian traffic, or interfere with fire lanes, crosswalk traffic, retail kiosks, special  
21 events, concerts or other previously scheduled mall activities, but only upon a determination that the  
22 demonstration cannot possibly be conducted in a manner that does not so obstruct, impede or interfere. Any  
23 such redirection shall be to a location that is closest to, most approximates, and reaches the same audience  
24 as, the original location.

25 (F) The distance limitation set forth in Paragraph (2) of Subsection (C) shall not apply  
26 if and to the extent that The Fremont Street Limited Liability Company, at any given time, has established or



1 permitted more than fifty retail kiosks or carts within the Pedestrian Mall.

2 (G) Nothing in this Section authorizes conduct prohibited by other provisions of this  
3 Chapter or other ordinances and laws of general applicability, including without limitation prohibitions  
4 relating to the obstruction of rights-of-way.

5 (H) The provisions of this Section do not apply to the activities of street performers  
6 regulated by Section 11.68.107.

7 SECTION 7: Title 11, Chapter 68, Section 107, of the Municipal Code of the City of Las  
8 Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

9 **11.68.107:** (A) Street performers may perform within the Pedestrian Mall only in accordance with  
10 the provisions of this Section.

11 (B) It is unlawful for a street performer to charge a fee for a performance within the  
12 Pedestrian Mall. For purposes of this Chapter, the charging of a fee for entertainment or for a performance  
13 includes the act of requiring a person to pay for the entertainment or performance, whether in advance or  
14 after the fact, but does not include the act of soliciting or requesting tips or donations, the act of making  
15 available a receptacle for tips or donations, or the act of receiving tips or donations.

16 (C) A street performer who does not charge a fee for a performance as described in  
17 Subsection (B) may perform within the Pedestrian Mall in accordance with the following conditions and  
18 limitations:

19 (1) Street performers shall not have the right to “reserve” any space or location,  
20 except as otherwise provided in [Subsection (D) of] Section 11.68.108, and may not interfere in any way  
21 with performances provided by or on behalf of The Fremont Street Limited Liability Company;

22 (2) At no time may a street performer perform:

23 (a) Within twenty feet of any building entrance or ATM;

24 (b) Within ten feet of any retail kiosk or cart, but subject to the  
25 provisions of Paragraph (6) of this Subsection (C);

26 (c) Within ten feet of the outer perimeter of any outdoor dining area

1 while the area is being used for dining;

2 (d) Within twenty feet of any fire lane or crosswalk;

3 (e) Within any area of the Pedestrian Mall that is closed to the public  
4 (such as on a closed stage provided by The Fremont Street Limited Liability Company);

5 (f) [During any sponsored concert, within one hundred feet of the stage  
6 on which the concert is taking place;

7 (g)] Within [forty] thirty feet of any other street performer then  
8 performing; or

9 [(h)] (g) At any location that will obstruct or impede pedestrian traffic.

10 (3) Within the specified time frame, street performers may perform only in a  
11 designated location;

12 (4) Street performers may not place objects on the ground unless the objects are  
13 [within a two foot radius of the performer; do not obstruct or impede pedestrian traffic or cause a potential  
14 risk to passersby; and are integral to the performance (e.g., a hat or container to accept donations).] incidental  
15 personal items such as purses, coats, or backpacks or are integral and indispensable to the performance (e.g.,  
16 a hat or container to accept donations). If a street performer is performing in a designated location, such  
17 items must be placed within that designated location during the performance; otherwise, such items must be  
18 placed within a two-foot radius of the street performer during the street performance. The placement of such  
19 items may not obstruct or impede pedestrian traffic or cause a potential risk to passersby.

20 (5) Street performers may emit sound in connection with their performance, but  
21 subject to the following conditions:

22 (a) [The] Amplified sound must be [an integral part of] integral and  
23 indispensable to the performance;

24 (b) The sound (whether amplified or not) may not exceed the maximum  
25 noise levels set forth in the following table:

26 . . .

Maximum Noise Levels (in A-weighted decibels), measured by a sound level meter qualifying as Class 1 under IEC 61672-1	85 dBA*/107 dBA**
* When measured at a minimum distance of 25 feet from the source of the noise	
** When measured at a minimum distance of 1 foot from the source of the noise	

(c) The sound is not permitted during any actual performance or operation of the celestial vault lightshow, or during any special event when the Pedestrian Mall is closed to the general public except upon payment of an admission charge; and

(d) The sound is not permitted during any concert that is provided by or on behalf of The Fremont Street Limited Liability Company unless each source of the amplified sound is at least one hundred feet from the stage on which the concert takes place.

(6) The distance limitation set forth in Subparagraph (b) of Paragraph (2) of this Subsection (C) shall not apply if and to the extent that The Fremont Street Limited Liability Company, at any given time, has established or permitted more than fifty retail kiosks or carts within the Pedestrian Mall.

(7) Except as otherwise permitted under Subsection (D), no street performer may engage in any activity, including without limitation acrobatics, tumbling, or simulated fighting, that can potentially cause bodily injury to any person (including the street performer engaging in the activity).

(D) Each street performer whose performance involves any of the following activities shall be required to obtain, maintain, and provide proof of commercial general liability insurance with limits not less than one million dollars each occurrence combined single limit for bodily injury and property damage, including coverage for personal injury, broadform property damage, or the legal equivalents thereof:

(1) Acrobatics (i.e., tumbling, jumping running, standing on shoulders);

(2) Any act of involving an invitation by a street performer to a member of the public to physically assault, hit, or kick the street performer;

(3) Any other performance that involves physical participation by audience members (other than the taking of photographs);

(4) Stage combat, including pretend sword fighting and shadow boxing; or

(5) Any performance where the street performer lies on the ground as part of

1 the performance.

2 →The policy providing such coverage must name the City and The Fremont Street Experience Limited  
3 Liability Company as additional insureds, and must provide that no cancellation or material change in  
4 coverage shall become effective unless the City and The Fremont Street Experience Limited Liability  
5 Company have been given at least thirty days prior written notification. Evidence of required coverage must  
6 be provided upon request to any representative of the City, The Fremont Street Experience Limited Liability  
7 Company, or the Las Vegas Metropolitan Police Department.

8 (E) By engaging in conduct as a street performer in accordance with this Chapter, a  
9 street performer shall not be deemed to be an employee, agent, or representative of the City or of The Fremont  
10 Street Experience Limited Liability Company, and shall not be deemed to be under any appointment, contract  
11 of hire, or apprenticeship with the City or The Fremont Street Experience Limited Liability Company. Each  
12 street performer shall indemnify and hold the City, The Fremont Street Experience Limited Liability  
13 Company, and their officers and employees harmless from and against any liability or claim for damage or  
14 injury arising out of any performance by the street performer. In addition, each street performer shall be  
15 responsible for any damage or injury that may be suffered by members of the general public or by the street  
16 performer in connection with any performance by the street performer.

17 [(D)] (F) Nothing in this Section authorizes conduct prohibited by other provisions of this  
18 Chapter or other ordinances and laws of general applicability, including without limitation prohibitions  
19 relating to solicitation by coercion and the obstruction of rights-of-way.

20 SECTION 8: Title 11, Chapter 68, Section 108, of the Municipal Code of the City of Las  
21 Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

22 **11.68.108:** (A) Subject to the provisions of Subsection (H), [The] the City Council hereby  
23 designates certain locations (the “designated locations”) within the Pedestrian Mall that are expressly set  
24 aside for use by street performers during the specified time frame. Such locations shall consist of:

25 (1) That area of the Pedestrian Mall formerly consisting of Third Street, as  
26 depicted on the map referred to in LVMC 11.68.040(B); and

1 (2) Other areas, each of which is no greater than six feet in diameter and is  
2 denoted on the surface of the Pedestrian Mall.

3 (B) A map depicting the approximate locations of the designated locations described in  
4 Paragraph (2) of Subsection (A) of this Section shall be on file with the City Clerk, is hereby incorporated  
5 by this reference, and shall be made available for inspection during normal business hours. In the exercise  
6 of its authority under this Chapter, or in order to facilitate the flow of pedestrian traffic, or to serve the  
7 convenience of the Pedestrian Mall's patrons (or any combination thereof), The Fremont Street Limited  
8 Liability Company may adjust the exact location of any designated location described in this Subsection (B)  
9 up to twenty-five feet in any direction from the location appearing on the map referred to in this Subsection  
10 (B). Notwithstanding the previous sentence, but subject to LVMC 11.68.070(G) and periodic construction or  
11 maintenance activity, The Fremont Street Limited Liability Company shall:

12 (1) Provide no fewer than thirty-eight designated locations of the type described  
13 in Paragraph (2) of Subsection (A) are available at any given time; and

14 (2) Otherwise ensure that no fewer than twenty-five such locations are available  
15 at any given time.

16 (C) Except as allotted under the lottery system described in Subsection (D), the use of  
17 any designated location for performances by street performers within the specified time frame shall be on a  
18 first-come-first-serve basis and may not be reserved in any fashion. Any designated location shall be deemed  
19 unoccupied and available unless it is physically occupied by a person or allotted in accordance with  
20 Subsection (D).

21 (D) No street performer may use a particular designated location for a performance  
22 within the specified time frame for more than two hours at a time. At the top of each [odd-numbered] even-  
23 numbered hour within the specified time frame, any street performer who has been using a particular  
24 designated location for a performance for more than one hour must move to a different designated location  
25 in order to continue that activity or performance, regardless of the amount of time he or she spent in a  
26 designated location just before the top of that hour. The City or The Fremont Street Limited Liability

1 Company shall establish a lottery system by which performers are allotted designated locations for assigned  
2 time periods within the specified time frame and in accordance with which enforcement of this Section may  
3 take place. Upon implementation of the lottery system, no street performer may perform within a designated  
4 location within the specified time frame unless:

5 (1) He or she has been allotted that location for that particular time; [or]

6 (2) No one has been allotted that location for that particular time[.] ; or

7 (3) The designated location has remained empty at least fifteen minutes after  
8 the assigned time period allotted for that location begins.

9 →A street performer who fails to occupy his or her allotted location within fifteen minutes after the  
10 performer's assigned time period begins shall be deemed to have waived the right to that location during the  
11 assigned time period and, except as otherwise provided in Subsection (H), the allotted location shall be  
12 available on a first-come, first-served basis to any street performer for the remainder of the assigned time  
13 period. A street performer may not sell, assign, transfer, lend, pledge, give or otherwise convey to another  
14 person an allotted location or assigned time period.

15 (E) Except as otherwise provided in Subsection (G), [In] in connection with a person's  
16 first use of a designated location as a street performer within the specified time frame, that person must  
17 register with the [City's Business Licensing Division (or its designee)] City no later than seventy-two hours  
18 after that first use. Except as otherwise provided in this Subsection (E), [The] the registration shall expire  
19 after one hundred eighty days. Upon expiration of a person's registration, the registrant, in connection with  
20 another use of a designated location within the specified time frame, must register again or update the  
21 registration no later than seventy-two hours after that use. The registration requirements of this Subsection  
22 (E) that are triggered by the use of a designated location are not triggered separately with reference to each  
23 designated location, but rather merely with reference to any designated location. Therefore, the same person  
24 will need to register or update a registration only one time within a one hundred eighty day period, no matter  
25 how many different designated locations that person uses for a performance. Notwithstanding the language  
26 above regarding a registration period, a person may update his or her registration at any time, which then

1 becomes valid for another one hundred eighty days. Registration may be anonymous and requires a  
2 description of intended use, which shall include a complete listing of characters to be performed. [The  
3 Business Licensing Division (or its designee) may deny registration only in the case of failure to provide]  
4 Registration also requires the issuance of a photo identification card for the street performer or performers.  
5 Photo identification cards shall be issued by the City and, except as otherwise provided in this Subsection,  
6 shall be issued at no cost to street performers. Registration, including initial registration and any new or  
7 updated registration, also requires evidence of liability insurance (where required by LVMC 11.68.107).  
8 Registration in connection with group performances or performances with multiple street performers requires  
9 a photo identification card for each street performer. The City shall issue a photo identification card for each  
10 street performer for the purpose of allowing the City or The Fremont Street Experience Limited Liability  
11 Company to confirm that any particular street performer is, in fact, the registrant (or associated with the  
12 registrant) assigned to a particular designated location at any particular time. The photograph taken by the  
13 City and used for the street performer's identification card shall conform to the requirements for passport  
14 photographs issued by the Department of State for the United States of America. The City may deny  
15 registration only in the case of a failure to provide proof of insurance (where required) or the description of  
16 intended use. A performer is not entitled to more than one registration regardless of the number of characters  
17 or acts performed. The issuance of an initial photo identification card and one replacement card within a one  
18 year period shall be at no cost to the street performer. The City is authorized to charge a fee of fifty dollars  
19 to replace any additional photo identification card during that one year period.

20 (F) Any person who uses a designated location as a street performer within the specified  
21 time frame and who has registered under Subsection (E) must [display the registration form provided by the  
22 Business Licensing Division (or its designee) at the perimeter of the designated location being used by the  
23 performer or otherwise in a conspicuous manner within or bounding the designated location.] possess the  
24 photo identification card provided by the City. The photo identification card must be produced, upon request,  
25 to officers of the Las Vegas Metropolitan Police Department, officers and employees of the City charged  
26 with the enforcement of City ordinances, representatives of The Fremont Street Limited Liability Company.

1 and any member of the public.

2                   (G) A street performer who elects to not participate in the lottery system described in  
3 Subsection (D) may perform in a designated location during the specified time frame only:

4                           (1) To the extent that such location is unreserved and unoccupied; and

5                           (2) On a first-come, first-served basis.

6                   (H) The Fremont Street Experience Limited Liability Company shall have the right to  
7 reserve designated performance locations situated on the Pedestrian Mall between Main Street and Fourth  
8 Street during the specified time frame for street performers who execute and comply with a written agreement  
9 to abide by a code of conduct established for professional street performers. The City and The Fremont Street  
10 Experience Limited Liability Company may implement written rules and procedures to allocate and reassign  
11 the designated locations described in this Subsection (H) and to create and enforce a code of conduct  
12 regarding performers referred to in the preceding sentence.

13                   SECTION 9: Title 11, Chapter 68, Section 120, of the Municipal Code of the City of Las  
14 Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

15 **11.68.120:** (A) Prior to completion of construction of the Pedestrian Mall, The Fremont Street  
16 Experience Limited Liability Company shall submit to the City Council for review and approval a plan or  
17 plans which shall include the following:

18                           (1) The architectural theme and design standards which are proposed to be in  
19 effect for new exterior building improvements adjoining and facing the Pedestrian Mall and for the mall  
20 floorscape lying therein;

21                           (2) The time and days of operation of the celestial vault lightshow;

22                           (3) The location of any traffic control devices (pedestrian or vehicular) within  
23 the Pedestrian Mall;

24                           (4) The manner in which access shall be preserved to businesses during the  
25 occurrence of any special events requiring the closure of a portion of the Pedestrian Mall to the public to the  
26 extent that such information can be provided as a part of the plan;



1 (5) The manner in which access will be assured into and onto the Pedestrian  
2 Mall by emergency vehicles;

3 (6) The days and hours on which special permit vehicles will be allowed access  
4 into and onto the Pedestrian Mall;

5 (7) The days and times in which Casino Center Boulevard or Fourth Street, or  
6 both, may be closed to vehicular traffic for special events; and

7 (8) The manner and times in which a portion of the Pedestrian Mall may be  
8 closed to pedestrian access for special events and other activities.

9 (B) For purposes of Subsection (A)(1) of this Section, the architectural theme and design  
10 standards in effect for new exterior building improvements adjoining and facing the Pedestrian Mall are  
11 contained in that document entitled, "Fremont Street Experience Design Criteria Manual," three copies of  
12 which shall be on file with the City Clerk. The requirements for Subsections (A)(2) through (A)(8) of this  
13 Section shall be as set forth in that document entitled, "The Fremont Street Experience Traffic and Pedestrian  
14 Safety Plan," three copies of which shall be on file with the City Clerk. Subsequent to approval by the City  
15 Council, The Fremont Street Experience Limited Liability Company shall be responsible for implementing  
16 and complying with these plans, and the construction of new building exterior improvements adjoining or  
17 facing the Pedestrian Mall shall comply with the architectural theme and design standards contained in the  
18 Fremont Street Experience Design Criteria Manual.

19 (C) Any amendments proposed to these plans by The Fremont Street Experience  
20 Limited Liability Company may be made with the approval of the City Manager; except, however, that any  
21 amendment to the Fremont Street Design Criteria Manual shall require approval by the City Council.

22 (D) Except with respect to site development plan review pursuant to LVMC [19.18.050,]  
23 19.16.100, any approval given by The Fremont Street Experience Limited Liability Company shall not relieve  
24 a property owner who intends to construct new exterior building improvements from obtaining appropriate  
25 approvals and permits from the City which would be required regardless of any review and approval by the  
26 Fremont Street Experience Limited Liability Company. Review and approval of exterior building

1 improvements by the Fremont Street Experience Limited Liability Company shall relieve the property owner  
2 from compliance with the site development plan review pursuant to LVMC [19.18.050;] 19.16.100; provided,  
3 however, that any owner aggrieved by the decision of The Fremont Street Experience Limited Liability  
4 Company may seek a determination from the City by means of the site development plan review pursuant to  
5 LVMC [19.18.050.] 19.16.100.

6           SECTION 10: If any section, subsection, subdivision, paragraph, sentence, clause or phrase  
7 in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by  
8 any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the  
9 remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby  
10 declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase  
11 thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs,  
12 sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

13           SECTION 11: Whenever in this ordinance any act is prohibited or is made or declared to  
14 be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is required  
15 or the failure to do any act is made or declared to be unlawful or an offense or a misdemeanor, the doing of  
16 such prohibited act or the failure to do any such required act shall constitute a misdemeanor and upon  
17 conviction thereof, shall be punished by a fine of not more than \$1,000.00 or by imprisonment for a term of  
18 not more than six months, or by any combination of such fine and imprisonment. Any day of any violation  
19 of this ordinance shall constitute a separate offense.

20 . . .

21 . . .

22 . . .

23 . . .

24 . . .

25 . . .

26 . . .

SECTION 12: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2019.

APPROVED:

By CAROLYN G. GOODMAN, Mayor

ATTEST:

LUANN D. HOLMES, MMC  
City Clerk

APPROVED AS TO FORM:

Val Steed, Deputy City Attorney	Date
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1 The above and foregoing ordinance was first proposed and read by title to the City Council on the \_\_\_\_ day  
2 of \_\_\_\_\_, 2019, and referred to a committee for recommendation, the committee being  
3 composed of the following members \_\_\_\_\_;  
4 thereafter the said committee reported favorably on said ordinance on the \_\_\_\_ day of  
5 \_\_\_\_\_, 2019, which was a \_\_\_\_\_ meeting of said Council; that at said  
6 \_\_\_\_\_ meeting, the proposed ordinance was read by title to the City Council as first  
7 introduced and adopted by the following vote:

8 VOTING "AYE": \_\_\_\_\_

9 VOTING "NAY": \_\_\_\_\_

10 ABSENT: \_\_\_\_\_

11 APPROVED:

12  
13 By \_\_\_\_\_  
CAROLYN G. GOODMAN, Mayor

14 ATTEST:

15 \_\_\_\_\_  
16 LUANN D. HOLMES, MMC  
City Clerk

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**DRAFT**

**PROFESSIONAL STREET PERFORMER PROGRAM  
AT THE FREMONT STREET EXPERIENCE PEDESTRIAN MALL,  
CODE OF CONDUCT, AND AGREEMENT THEREON**

**Program Introduction**

In accordance with Las Vegas Municipal Code (“LVMC”) § 11.68.108, the City of Las Vegas (the “City”) has established designated locations for use by street performers between the hours of 2:00 p.m. to 2:00 a.m. every day on the Fremont Street Experience Pedestrian Mall (the “Mall”), and has established a lottery for the assignment of those designated locations. The City has further reserved for The Fremont Street Experience Limited Liability Company (“FSE”) certain designated locations for professional street performers who agree to and abide by conduct and performance standards in addition to those otherwise applicable to street performers. The purpose of this Professional Street Performer Program (the “Program”) is to manage the time, place, and manner of the use of these designated performance locations on the Mall.

**How It Works**

This is not an application process, there is no audition or special permit, and participation does not require advance approval by FSE or the City. Street performers who agree in writing to the Code of Conduct contained herein, and those who abide by these rules on a continuous basis, are eligible to participate in a separate lottery to conduct their performances in locations on the Mall that have been reserved by FSE under LVMC § 11.68.108.

A map of all designated performance locations on the Mall can be found at [www.vegaseperience.com/](http://www.vegaseperience.com/) or [www.lasvegasnevada.gov/buskers](http://www.lasvegasnevada.gov/buskers). There are two tiers of performance locations. Performance locations designated as “Gold” (located on Fremont Street between Main Street and Fourth Street) have been reserved for street performers who participate in this Program by agreeing in writing to the Code of Conduct and maintaining continuous compliance with the rules contained therein. Performance locations designated as “Silver” (located on Fremont Street between Fourth Street and Las Vegas Boulevard, and on Third Street North) have been reserved for street performers who either choose not to participate or do not comply with this Program (the “Program”). The purpose of this Program is to incentivize and reward street performers who take their trade seriously and engage in professional behavior while preserving core First Amendment rights for those street performers who either do not wish to participate in or do not comply with the Code of Conduct.

Street performers who are eligible for this Program may participate in both lotteries simultaneously. The lottery for Gold designated locations will be conducted first on each day a lottery is conducted. Depending on the lottery assignments, a street performer may be performing in a Gold designated space during one time on a given day, and in a Silver designated space during another time. The Code of Conduct will apply to you only when you are performing in Gold performance locations between the hours of 2:00 p.m. to 2:00 a.m. every day on the Mall, and not during any other time or at any other location. A street performer may not hold assignments in Gold and Silver designated locations for the same time period.

In the event that a street performer fails to occupy his or her allotted Gold location within fifteen minutes after the specified time frame begins, that street performer shall be deemed to have waived the right to perform in that designated location during the specified time frame. Said location shall be available for the remainder of the specified time frame on a first-come first-served basis to any street performer who is participating in the Program.

The rules governing conduct for street performances in Silver performance locations are found in LVMC §§ 11.68.107 and 11.68.108. Street performances in Gold spaces are also subject to LVMC §§ 11.68.107 and 11.68.108 (which are incorporated into the Code of Conduct) plus the additional contractual terms agreed to in this document. As a reminder, these rules may be found at <https://library.municode.com/nv/lasvegas> and a copy of these rules is available upon request.

Signing this document and the Code of Conduct contained herein does not make you an employee, agent, or representative of FSE or the City. You will not be paid by FSE or the City for your performance. This Program is designed simply to provide access to certain performance locations for the street performers who agree to and regularly comply with the Code of Conduct. **Read this document carefully. By signing this document, you agree to be contractually bound by it, including the Code of Conduct, and acknowledge and agree to be bound by all of the terms, procedures, and remedies described in this document.**

As stated in LVMC § 11.68.107, you may solicit or request tips or donations from members of the public during your performance, but may not charge a fee for any part of your performance.

### **Code of Conduct**

By executing this document, you expressly agree to the following:

1. That you will obey and follow the rules applicable to all street performers as set forth in LVMC Chapter 11.68, including §§ 11.68.107 and 11.68.108, all of which are expressly incorporated into this Code of Conduct.
2. That if you do not appear within the first fifteen (15) minutes of your allotted time frame, that your right to the space will be forfeited for that time frame and may be taken by another street performer who is a participant in the Program.
3. That minors (street performers under 18 years of age) may perform only under the direct supervision of a parent or legal guardian and may not perform under any circumstances between the hours of 9:00 p.m. and 6:00 a.m.
4. That you will not possess cannabis, open alcohol containers, including packaged liquor, during your performance.
5. That you will not possess illegal drugs or controlled substances during your performance.

6. That you will control the audience around your performance area so that it does not obstruct or interfere with pedestrian traffic or retail operations on the Mall, that you will actively coordinate with and assist FSE security and law enforcement officers in furtherance of the same, and that FSE security and law enforcement officers may stop a performance to clear the area if necessary.
7. That you will properly dispose of any waste or debris after your performance, including waste left by your audience members.
8. That all equipment and personal items must remain under your control, that you will not leave equipment or personal items unattended for any length of time, and that unattended equipment and personal items may be confiscated or destroyed by FSE or the City without recourse.
9. That you will not use display tables, cardboard boxes, or chairs in your performance location.
10. That you will not place product materials on the ground, even in your performance area. This includes production materials and displays of finished inventory of goods.
11. That there will be no more than two persons in a performance location at any given time.
12. To the extent that your performance involves a costume, that the costume materials and build will be new or of good quality, and will be kept clean and maintained in a commercially reasonable manner, without stains, tears, or other visible defects.
13. That you will not engage in drumming or repetitive banging of any kind during your performance.
14. That your performance will not involve signage of any kind, except to request gratuities or donations.
15. That your performance will be appropriate for all age groups and walks of life in a public setting, that your performance will not involve nudity or “pseudo-nudity” (i.e., nipple pasties), and that you will not engage in the use of profanity (with either the written or spoken word) during your performance.
16. That Violations of the Code of Conduct are treated as follows:
  - a. Warning for a first violation;
  - b. For the second violation of any kind within a rolling 12 month period, the performer will receive a five (5) day suspension from the Gold lottery; and

- c. Three or more violations within a rolling 12 month period results in a suspension from the Program for two (2) months.

A street performer may appeal a warning or violation by sending a written appeal to FSE within seven (7) days of receiving the warning or citation.

17. That you acknowledge and understand in full each and every term contained in (a) this Code of Conduct; (b) the “Program Introduction” and “How It Works” sections immediately preceding the Code of Conduct; and (c) the rules applicable to all street performers as set forth in LVMC Chapter 11.68, including §§ 11.68.107 and 11.68.108.

\* \* \*

I, \_\_\_\_\_ HEREBY UNDERSTAND THE FOREGOING CODE OF CONDUCT AND KNOWINGLY AND VOLUNTARILY AGREE TO COMPLY WITH THE TERMS, PROCEDURES, AND REMEDIES CONTAINED THEREIN. I INTEND AND AGREE TO BE BOUND BY THIS CODE OF CONDUCT AND FURTHER AGREE THAT, TO THE EXTENT THAT ANYTHING IN THIS CODE OF CONDUCT CONTRADICTS OR CONFLICTS WITH ANY RULE OF LAW, WHETHER FEDERAL, STATE, OR LOCAL, THIS CONTRACTUAL AGREEMENT AND CODE OF CONDUCT SHALL GOVERN MY PARTICIPATION IN THE PROFESSIONAL STREET PERFORMER PROGRAM.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
SIGNATURE

or

\_\_\_\_\_  
PARENT OR GUARDIAN ON BEHALF OF  
MINOR