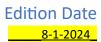


POLICY & RATE HANDBOOK



**Cadence Bank Center Policy Handbook** 

# CADENCE BANK CENTER STAFF TAKES THIS OPPORTUNITY TO WELCOME YOU TO OUR FACILITY AND SINCERELY HOPES YOUR EVENT IS ENJOYABLE AND SUCCESSFUL.

The information outlined in this Handbook should help you in planning your event, however if you have any questions, please contact our Staff at Cadence Bank Center for assistance.

Cadence Bank Center is a County-owned facility, which is managed by Bell County Expo, Inc., a Non-Profit Corporation, doing business as "Cadence Bank Center" (also referred to as the "Operator"). Cadence Bank Center has a County appointed Board of Directors who approved the rates and policies in this Handbook on June 28, 2022.

The terms and provisions of this Handbook are incorporated into your Agreement with Cadence Bank Center. For this reason, you should read this Handbook carefully and abide by its terms and conditions.

> CADENCE BANK CENTER 301 W. LOOP 121 BELTON, TX 76513

P.O. BOX 206 BELTON, TX 76513

T: 254.933.5353

#### WEB ADDRESS:

www.cadencebankcenter.com

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#### **CONTRACT FOR USE**

A group, individual, or business ("Lessee") using Cadence Bank Center must first obtain permission from the Executive Director of Cadence Bank Center. An Event Space Rental Agreement ("Agreement") for use of Cadence Bank Center or any part thereof will be issued in printed form. No verbal agreement for use of Cadence Bank Center will be binding upon either party. Advance payment and proof of insurance is required at the time of issuance of the Agreement. The Agreement will be mailed or emailed to Lessee. Lessee will sign and return the Agreement to Cadence Bank Center with advance payment required and proof of insurance. Cadence Bank Center Director shall require the Lessee to provide information to determine proper management of any event. An Agreement will be issued up to one year in advance, when possible, unless events are booked within a year of the event date, at which time the Agreement will be issued immediately upon booking. Events that are booked further out than one year may receive an Agreement earlier if dates are challenged by another event wanting the same dates. The room that Lessee will utilize may be referred to herein and in the Agreement as the "Space." The period of time which a Lessee has access to the Space may be referred to herein and in the Agreement as the "Rental Period."

#### **BOOKING PREFERENCE**

Normally, use of Cadence Bank Center will be booked on a first-come, first-served basis. The following events will receive priority:

1. **Conventions** – Conventions utilizing Cadence Bank Center may be given priority, and it should be understood that an event can be cancelled if a suitable alternate date is not open. However, every effort will be made to find a new date.

2. **Permanent Tenants** – A permanent tenant, as in the case of a sports team, may receive priority in booking due to scheduling multiple dates at Cadence Bank Center and having to work with organized league scheduling.

3. **Renewal of Annual Events** – A Lessee wishing to renew an annual event, which utilizes a major area of Cadence Bank Center will be given the opportunity to re-book its dates upon completion of its event. Annual renewal may not necessarily be the same date the following year. Renewal must be done within 30 days after completion of the event.

Cadence Bank Center Director reserves the right to utilize all rental areas within the Cadence Bank Center. When booking conflicts arise, final say is the responsibility of the Cadence Bank Center Director.

### **RENTAL PAYMENT**

Lessee's use of Cadence Bank Center will be charged in accordance with the current Cadence Bank Center Rate Schedule and the total "Rental Amount" will be set forth in the Agreement. The Rental Amount is due as set forth in the Agreement which may be prior to the Event, at the end of the Event, or when invoiced. The balance of the payment for other services, such as equipment, etc., is due upon completion of the event or when the invoice is received. Cadence Bank Center Director may require a Lessee to pay all monies in advance, or at settlement, with a credit card, cash, certified check, or cashier's check. If Lessee cancels an event, advance payments on rentals will not be refunded. However, advance payments may be credited to a future date if the event is rescheduled within one year, with the approval of the Cadence Bank Center Director.

### **CLASSIFICATION OF TIME**

A full rental day is from 6:00 AM to 12 Midnight. An event requiring additional hours before or after will pay additional fees as specified on the Rate Schedule. Two hours past 12 Midnight is allowed for moving out before additional fees are billed. Some areas have a 6-hour rental rate. Any event exceeding 6 hours of actual event time, in these areas, will pay a full day rate.

#### SERVICES FURNISHED BY CADENCE BANK CENTER

Rental of Cadence Bank Center is on a "Four Walls" basis. Only the personnel necessary for normal operation of the building, as determined by the Cadence Bank Center Director, will be furnished by Cadence Bank Center. Equipment is available as listed on the Rate Sheet. Lessee shall be financially responsible for the salaries of all other employees needed in connection with the event or attraction, including ticket sellers, ticket takers, ushers, cashiers, doormen, stagehands, light and sound personnel, and security. Lessee will be required to hire Cadence Bank Center Stagehands when using Garth Arena sound or lighting equipment. Persons employed by the Lessee using, operating, or handling Cadence Bank Center -owned equipment must be fully competent to do so in the judgement of the Cadence Bank Center Director.

#### **BOND OR DAMAGE DEPOSIT**

Cadence Bank Center Director, at his discretion, may require Lessee to furnish a bond or a damage deposit, in cash or with securities satisfactory to the Cadence Bank Center Director, commensurate with the risks associated with the Event, and guaranteeing that the Lessee will well and faithfully perform each and every term and condition of the Agreement and will abide and observe all lawful rules and regulations for use of the Cadence Bank Center.

#### **DAMAGE TO THE PREMISES**

The Lessee will not cause or permit any nails, spikes, anchoring devices, lighting fixtures or communication devices to be driven into or affixed in any manner to any interior or exterior portion of the Center without direct consent of and under the supervision of the Cadence Bank Center Director, nor may any signs, posters, or advertising material of any nature be affixed to any portion or placed in any part of the Center without consent of the Cadence Bank Center Director. The Lessee may not change the color or alter any portion of the premises or equipment therein, and Lessee may not permit to be done anything which might damage or change the finish or appearance of the Center and furnishings therein. The Lessee shall pay the cost of repairing any and all injury or damage which may be done to the Center by an act of the Lessee, its employees, or agents, including injury or damage to fixtures, equipment and furnishings.

Cadence Bank Center Director shall determine whether any such damage has occurred, the amount of the damage, and the cost of repairing such damage, and whether the damage is of a nature that the Lessee shall be held responsible.

### ACCESS TO CENTER

The Operator, through its employees and agents, police personnel, fire personnel, and other designated representatives, may at any time enter any portion of the Center for any purpose whatsoever and the entire Center, including the Space covered by Operator's Agreement with Lessee, will at all times be under the charge and control of the Cadence Bank Center Director. The keys to the Center and to the Space will remain in the Operator's possession but during the Rental Period, the entrances and exits of the Center and the Space will be locked or unlocked under the

Lessee's direction in accordance with the terms of any Agreement and subject to the demands of public safety personnel.

# **NO OBSTRUCTIONS**

Lessee will not obstruct the halls, ramps, sidewalks, entrances, or lobby of the Space or the Center. Lessee will not use the halls, ramps, sidewalks, entrances, or lobby of the Space or Center for any purpose other than ingress and egress. Lessee will keep such areas clear and unobstructed at all times.

# HOLD HARMLESS

By acceptance of the Agreement, Lessee covenants and agrees to indemnify and hold the Cadence Bank Center, its officers, employees, directors, and Bell County, harmless from any and all liability for loss, injury, and damages to any person or persons or property that may be sustained by reason of occupancy and use of Cadence Bank Center.

# **SUITABILITY OF SPACE**

The decision as to whether or not a proposed activity is appropriate for the desired area within Cadence Bank Center shall rest solely with the Cadence Bank Center Director.

Lessee will not admit to the Space a larger number of people than the Space will accommodate or that are allowed by the Cadence Bank Center Director.

### **PERFORMANCES**

1. **Performance Quality.** Lessee will not allow a performance, exhibition, or entertainment in the Space or the Center which is illegal, indecent, obscene, lewd, or immoral, and should any such performance, exhibition, or entertainment be deemed by the Cadence Bank Center Director to be illegal, indecent, obscene, lewd, or immoral, or in any manner offensive to people of ordinary sensibilities, then the Cadence Bank Center Director may require the Lessee to delete such portions of the performance, exhibition, or entertainment that is illegal, indecent, obscene, lewd, or immoral. Lessee will immediately make such changes. If Lessee does not immediately make such changes, the Operator may immediately terminate the Agreement and take the steps necessary to remove Lessee from the Center.

2. **Taxes.** Lessee will pay all taxes on tickets sold in connection with a performance, exhibition, or entertainment. Lessee will furnish the Operator with all information necessary for the Operator to make any required federal income tax returns.

3. Lessee Representative. Lessee's representative(s) will remain in the Space during the entire Rental Period, as defined in the Agreement, and until performers or exhibitors and the public have left the Space and the Center.

#### **INSURANCE**

Lessee will obtain and carry all insurance coverages required by the Agreement. For any Agreement executed before April 1, 2023, the Operator may request updated or additional coverages as necessary for the Operator to meet its insurance requirements. Lessee will obtain and provide proof of any additional coverages that Operator requests. Note: See "Tractor Usage".

#### **SECURITY**

Cadence Bank Center Director reserves the right to re- quire security officers and/or EMT's for an event and charge the cost thereof to the Lessee, or to cancel the Agreement. Lessee may choose to have security and/or EMT's even if not required by Cadence Bank Center.

All security and/or EMT's for events must be arranged through Cadence Bank Center at Lessee's expense.

All events serving alcohol will be required to have security.

Cadence Bank Center assumes no responsibility for property left in or on the premises. Events generating large volumes of traffic may be required to have security officers to manage traffic at the Cadence Bank Center Director's discretion.

#### WEAPONS POLICY

A Lessee may allow or ban weapons (concealed and open carry) at the Event. A form will be provided to the Lessee to make this election, and Cadence Bank Center staff will post the required signage. Certain events have a statutory weapons exemption, including public schoolsponsored activities and professional sporting events. "Weapon" is defined as shown in Chapter 46.01 (1-16) of the Texas Penal Code and includes concealed handguns.

This prohibition shall not apply to a licensed security officer, a licensed peace officer, or a member of the armed forces or national guard or a guard employed by a penal institution or an officer of the court, when such a person is in the actual discharge of his official duties as such, nor shall it apply to unloaded guns for sale or display at a scheduled gun show event and checked and made safe at the door.

Violations will be prosecuted in whatever manner is provided by law.

#### **SMOKING POLICY**

#### SMOKING IS PROHIBITED IN ALL FACILITIES AT CADENCE BANK CENTER.

This policy includes electronic cigarettes as well.

#### **FIRE REGULATIONS**

Cadence Bank Center is subject to City of Belton Fire Codes which are based on National Fire Protection Association Codes and International Fire Codes. The City of Belton Fire Marshal, or his appointed agent, shall have full and unhampered access to all Cadence Bank Center facilities for the purposes of inspection.

Cadence Bank Center reserves the right to impose additional regulations as may be deemed prudent by the Cadence Bank Center Director to ensure safety.

A brief synopsis of pertinent regulations- follows:

### ACCESS TO EXITS AND FIRE EQUIPMENT

All fire exits and aisles to these must be clear and unobstructed at all times. All fire extinguisher boxes, fire department valves and fire alarm pull stations must be clearly visible and unobstructed at all times.

# **DECORATIONS**

Candles, lamps and other decorations with a flame are permitted only if the flame is in a protective device such as a globe, hurricane glass or votive-type holder. No exposed flame will be permitted.

Any decoration adjacent to a flame may not extend above the protective device so that it is exposed to the flame or radiant heat.

Certain plastics such as foams, films and shredded plastics may not be permitted because of their flammability. Cadence Bank Center staff should be consulted before any extensive application of plastics is planned.

Real plants are permitted only if they are alive. Except for cut flower arrangements, dead plant material such as trees or shrubs must be completely defoliated. Real Christmas trees (including freshly cut or live) and hay are prohibited.

### VEHICLES IN BUILDINGS

For any motor vehicle to be parked inside the Cadence Bank Center during occupancy, the following conditions must be met:

- 1. Fuel tanks shall not be more than  $\frac{1}{4}$  full.
- 2. Fuel caps shall be taped shut or fitted with a locking cap.
- 3. Batteries must be disconnected and leads taped.

Boats with portable fuel tanks must have fuel tanks removed. Boats with permanent fuel tanks must comply with items 1-3, above.

Lawnmowers, garden equipment and all portable power equipment with internal combustion engines must not contain any fuel.

#### FIRE WATCH

The City of Belton Fire Marshal reserves the right to require a fire watch in circumstances which he deems to pose an actual or potential threat to safety. The expense for such additional protection shall be the obligation of the Lessee.

### **ELECTRICAL CORDS**

Temporary electrical cords (extension cords) must be electrically grounded, adequately sized and in good repair. The Lessee or Lessee's vendor must tape down or otherwise secure any cords which cross an aisle or pedestrian walkway so as not to create a tripping hazard.

#### HELIUM TANKS / COMPRESSED GAS

Helium tanks shall be adequately secured at all times to prevent damage to tank, i.e. chained to an immovable object. The pressure regulator/filler valve shall be removed, and protective cap installed except when in actual use.

No other compressed or bottled gas may be brought into the Cadence Bank Center without prior permission from the Cadence Bank Center Director and the City of Belton Fire Marshal.

Butane, propane, acetylene and other flammable gases are strictly prohibited in all Cadence Bank Center buildings.

#### **STAGEHANDS**

Lessee will be required to use Cadence Bank Center Stagehands when utilizing Garth Arena sound and lights.

Lessee will be required to use Cadence Bank Center Stagehands whenever producing any show that is technical in nature, due to their knowledge of the technical aspects of the facility.

Any Stagehand fees are passed on to Lessee as a show expense.

#### **CHILDREN**

Children must have adult supervision during all events. Children and minors must be restricted to leased areas only. Because more than one function can occur simultaneously in the Cadence Bank Center, children cannot have open access to other areas.

# ANIMALS AND PETS

No animals or pets are permitted in the Cadence Bank Center except as an approved exhibit, activity, or performance legitimately requiring the use of animals. Service animals are exempt and are regulated by applicable state and federal law. Animals that will be part of an event must be contained in a leased area at all times. They may be taken outside on a leash when needed. Provisions must be made for their safety, and the prevention of damage to the Cadence Bank Center. Cleanliness is expected and catch pans must be used under all cages.

### LESSEE'S REPRESENTATIVE

A Lessee representative must be present at the Cadence Bank Center during the Rental Period. This includes all move-in time, throughout the event, and during the entire move-out. With the exception of the Cadence Bank Center Staff, the Lessee's representative should be the last person to leave the Space and the Center.

# **BOX OFFICE**

All ticketed Garth Arena events must use the contracted Cadence Bank Center ticketing agency. Ticketed events in other areas of the facility may be ticketed by the contracted Cadence Bank Center ticketing agency upon approval by the Cadence Bank Center Director, Lessee, and the ticketing agency. The Cadence Bank Center will not sell tickets for events that are not on the Cadence Bank Center contracted ticketing system. Lessee will be required to pay the Box Office fee. Ticket service charges, and facility fee will be passed on to the ticket buyer.

### **COMPLIMENTARY TICKETS**

The Cadence Bank Center will receive up to fifty (50) complimentary tickets to each ticketed event.

### SERVICE CHARGE

For any event of the Cadence Bank Center ticketing service, the stated ticket price must include the phrase "plus facility fee and applicable service charges" in all ticketing print, television and radio advertising.

### SPECIAL EVENTS ROOM RENTAL

Rental of the Special Events Room does not prohibit the rental of the Garth Arena. If noise from the Garth Arena prohibits use of the Special Events Room, the event may be moved to another room in the facility, or another acceptable date.

The Special Events Room rents "as is", with existing furniture in place. The existing furniture is not to be moved or rearranged. Additional equipment brought into the room will be charged according to the Rate Schedule.

# **LABOR**

When more labor than normal is needed, Lessee may be charged an Additional Labor Fee at the discretion of the Cadence Bank Center Director.

#### **II. CATERING CONCESSIONS AND ALCOHOL REGULATIONS**

#### **OUTSIDE CATERING – FOOD**

Lessee may use either an outside caterer or the Cadence Bank Center's in-house caterer/concessionaire to cater the food for the Event. Outside caterers must be on the Cadence Bank Center's Approved Caterers List and must sign a Food Service Agreement with the Cadence Bank Center. If a Lessee wishes to use a caterer who is not on the Approved List, he should contact the Cadence Bank Center to learn how the caterer may be added. The catering fee for outside caterers is 15% of gross sales to be paid by Lessee.

The Caterer for any event is responsible for the bussing of the tables during or after the event and making sure all food-related trash is properly disposed. In the case where the Caterer does not bus the tables, the Lessee is responsible. If the tables are left for the Cadence Bank Center to bus, a clean-up fee will be assessed.

The Caterer must have staff on duty through the serving of the meal.

The Caterer or Lessee is also responsible for all linens needed for food service at the event including linens for tables and buffet tables. Lessee must ensure when getting quotes for food service, that linens are included in cost of meal or make other arrangements.

#### **IN-HOUSE CATERING – FOOD**

Lessees are encouraged to use the Cadence Bank Center's In-House caterer for their catering needs. Menus can be found online at cadencebankcenter.com, or by calling the Cadence Bank Center at (254) 933-5353.

#### **CATERING – SELF**

A Lessee may prepare food themselves and bring it to the Cadence Bank Center. They will be required to pay a self-catering fee as shown on the Rate Schedule and will be required to bus tables of all food related trash and clean all food service areas. Any food related trash left for the Cadence Bank Center to clean will result in a clean-up fee charged to the Lessee.

# **CATERING – ALCOHOL USAGE POLICY**

Any usage of alcohol must be arranged directly through the Cadence Bank Center's in-house concessionaire. All alcohol must be provided and served by the Cadence Bank Center's in-house concessionaire. No alcohol may be brought on to Cadence Bank Center premises at any time. It is Lessee's responsibility to police his event for outside alcohol. If an alcohol problem persists, the Cadence Bank Center reserves the right to use security at Lessee's expense. Alcohol will not be served where it would be inappropriate for the event.

Security will be required at all events where alcohol is requested. Security costs will be at Lessee's expense. Any exceptions to this will be at the discretion of the Cadence Bank Center Director

### **CONCESSIONS – FOOD/DRINK**

Food and drink concessions are defined as food and drink available upon demand throughout an event and paid for by the individual placing the order, as opposed to catering which is food and drink ordered in advance of the event and paid for as a single unit. All food and drink concession rights are held by the Cadence Bank Center's in-house concessionaire. Lessees are not permitted to operate their own concessions.

Exhibitors at Cadence Bank Center events are not permitted to sell any food or drinks by individual portions. Additionally, food or drinks sold by exhibitors must be packaged so as to discourage on-premises consumption.

### **CONCESSIONS – MERCHANDISE**

The sale of event merchandise such as novelty items, souvenirs, printed shirts or caps, etc. is subject to a fee of 25% of the gross sales. Lessee must make advance arrangements with the Cadence Bank Center merchandise manager to inventory all items in and out of the Cadence Bank Center. The Lessee is responsible for providing its sellers. Exemptions to this policy would include show related supplies or merchandise sold at an arts and crafts show or similar salesoriented event. The Cadence Bank Center reserves the right to deny the sale of merchandise deemed by the Cadence Bank Center Director to be inappropriate, offensive or injurious to the event, public or facility.

### **GIVE AWAY FOOD**

If food is to be given away at no cost at any event, it must be approved by the Cadence Bank Center Director.

#### FOOD TRUCKS

Food Trucks must sign a Food Service Agreement with the Cadence Bank Center, provide insurance and be scheduled by the Cadence Bank Center Food and Beverage Director.

#### **III. SPECIAL SERVICES AND EQUIPMENT**

#### PLANNING SETUPS (FLOOR PLANS)

Cadence Bank Center staff will assist you with all arrangements for the setup of your event. They can help you plan how you want the Space arranged and even provide a scale drawing. All efforts will be made to ensure details are not overlooked.

#### **EVENT PERSONNEL**

Prior to your event, Cadence Bank Center staff will assist you in planning the layout of the Space that you will be utilizing. Changes in set-up of the building(s)after the approved floor plan has been set may incur additional reset fees. Cadence Bank Center staff will be readily available to answer any questions you might have during the term of your event.

#### **RENTAL EQUIPMENT**

All leasable equipment is noted on the Rate Schedule. Cadence Bank Center can arrange for additional equipment or services through outside sources at rates to be quoted upon request.

#### **INTERNET ACCESS**

Wired and wireless Internet is available throughout the Cadence Bank Center. A password is required for access.

#### **MESSAGES**

Messages can be taken by Cadence Bank Center staff in the Business Office of the Cadence Bank Center during normal office hours, but it is the responsibility of the Lessee to check for them periodically. Of course, in the case of an emergency, messages will be delivered.

#### **CLERICAL SUPPORT**

Clerical support is not a direct service of the Cadence Bank Center, but in the case of assisting with photo copies or facsimiles, the Business Office staff will be happy to assist for a fee (please refer to the Rate Schedule). Office supplies are not provided by the Cadence Bank Center.

#### RECREATIONAL VEHICLE HOOKUPS

Recreational vehicles may be parked on the grounds for events taking place at the Cadence Bank Center. The trailers or RVs may be required to use Cadence Bank Center RV hookups (see rates) or park in a designated area.

# FREIGHT DELIVERIES

Lessees must contact the Cadence Bank Center if materials need to be shipped to the Cadence Bank Center in advance of an event. Cadence Bank Center cannot accept responsibility for damage or loss.

Security of items shipped in advance or displayed during events must be arranged by the Lessee. Cadence Bank Center does not arrange return shipping of any items left after an event; the Lessee must arrange for pickup.

# **DECORATIONS**

It is the responsibility of the Lessee to remove all event related items (i.e.: banners, decorations, signs, etc.) at the end of the event. Cadence Bank Center will not be responsible for any items left.

Masking tape and "Scotch" tape are the only adhesives permitted for attachments to the building. No tape may be applied to any painted surface. Under no circumstances are staples, pins, tacks, nails, or glue to be used on Cadence Bank Center buildings or equipment (i.e.: tables, chairs, staging drapes, etc.).

Hanging of all decorations, signs, banners, etc. must be approved by Cadence Bank Center staff. Helium balloons are not permitted in the Garth Arena. Particulate decorations such as hay, glitter, confetti, or artificial snow are not permitted in the Cadence Bank Center. Rice and bird seed are permitted outside only.

Any expense incurred by the Cadence Bank Center for cleaning, removal, repair, or replacement occasioned by the Lessee's decorations will be charged to the Lessee at the prevailing rate as stated in the "Damage to Premises" section hereof.

# <u>KEYS</u>

Cadence Bank Center will not provide the Lessee with keys to any rental spaces. Cadence Bank Center may, however, make available keys to the Dressing Rooms, Box Office, and Agricultural Office during an event when appropriate. A replacement charge of \$10.00 per key will be charged for any keys not returned on the last day of the event or charges to rekey may be assessed at the Cadence Bank Center Director's discretion. Lessee will be responsible for ensuring that the abovementioned areas and contents are secured at all times. By acceptance of a key to these areas, the Lessee accepts full responsibility for the area and its contents.

# JANITORIAL SERVICE

Cadence Bank Center staff will provide trash cans (with liners) for easy maintenance of your event area. These cans will be checked during the course of large events and replaced as needed. The Lessee is responsible for removal of all bulk trash, crates, boxes, lumber and packing materials prior to show opening and following move out. Any expense incurred by the Cadence Bank Center for removal of the above-mentioned items will be charged to the Lessee as a cleanup fee.

#### WOOD SHAVINGS

Fees for wood shavings are noted on the Rate Schedule. All wood shavings must be purchased through the Cadence Bank Center unless other arrangements have been approved in advance by the Cadence Bank Center Director. Straw and hay used as feed are subject to the removal provisions as described in the "Janitorial Service" section above. Straw and hay for bedding are not permitted unless arrangements have been approved in advance by the Cadence Bank Center Director. Round bales and other large bales of hay are not permitted, unless disposal is arranged by Lessee.

#### **TRACTOR USAGE**

Cadence Bank Center has several tractors; however, these may be shared by concurrent events. Cadence Bank Center does not provide a full-time tractor driver.

Cadence Bank Center will work the arena twice daily. If additional tractor service is needed during the event, please see "Equipment Fees and Services." This must be scheduled in advance with Cadence Bank Center Staff.

Lessee will obtain non-owner, temporary vehicle insurance in an amount equal to the value of any tractor to be used by Lessee. At least five days before the Event, Lessee will provide proof of insurance to the Operator. Lessee will immediately notify the Operator if there is any change or lapse in the insurance coverage during the Rental Period. If a change or lapse occurs,

Operator may immediately discontinue Lessee's use of the tractor. Operator may immediately discontinue Lessee's use of the tractor if Operator determines that Lessee's use has caused or is likely to cause damage or injury to the Center, Space, or other property or persons within the Center or Space.

#### **STROLLERS**

Strollers must be left in designated areas during seated arena events.

#### **IV. FACILITY AND GROUNDS USAGE**

Cadence Bank Center staff takes pride in providing you with the best service possible for your event. All considerations are made in an effort to ensure its success. Listed below are a few of these considerations that will enable accurate planning and production or your event.

#### **OUTSIDE ACTIVITIES**

Exhibit space outside of the buildings must be arranged at the time of the booking of your event. Outside activities must be approved by the Cadence Bank Center Director. This includes all grounds and parking areas. The rental of Cadence Bank Center grounds or parking area for an outside activity will not preclude the rental of other Cadence Bank Center facilities. Such subsequent rental of other Cadence Bank Center facilities may cause the cancelation of previous grounds and parking area rentals.

# **PARKING**

Cadence Bank Center provides free parking for all events. There is abundant paved parking on the lots with overflow parking on the nearby improved fields. Adequate handicapped parking is adjacent to all building entrances. Parking is not permitted in fire lanes or on the plaza, grassy areas or any sidewalks. Under special circumstances when a vehicle is to be parked on the Plazas, it must do so with the approval of the Cadence Bank Center Director and under the supervision of Cadence Bank Center Staff.

#### **LOBBY**

Cadence Bank Center's lobby is not a rental space. It is a common area which may serve as the building entrance for concurrent events and as such, no Lessee will be permitted to conduct lobby activities which would interfere with another event.

### LOADING AND UNLOADING

The Lessee is responsible for keeping clear areas of the building which are used for loading and unloading of equipment and animals. Unauthorized parking in these areas will result in extra security charges for the Lessee.

#### **HORSES**

Horses kept on Cadence Bank Center grounds overnight must be stalled, penned, or trailered, not tied out.

#### **DIRT**

The use of wood shavings or any other bedding material on the Cadence Bank Center's permanent dirt floor will be permitted only by special arrangement approved in advance by the Cadence Bank Center Director. A clean up fee will be assessed.

#### **STALL AND RV COUNTS**

Cadence Bank Center Staff count used stalls and RV spaces early each event day, and the Lessee is required to review and sign these counts.

#### V. ADVERTISING MARQUEES

Cadence Bank Center has a full-color outdoor electronic marquee located on I.H. 35 for announcing events. Typically, public events will be run on the marquee starting on the Monday prior to the event, and private events will run on their event day, if requested. Events on the Cadence Bank Center ticketing service will receive preference to grant maximum exposure. A lessee may provide a simple logo or graphic in .jpg format for the marquee.

#### **INDOOR MARQUEE**

A full-color electronic marquee is located in the Garth Arena. A lessee may arrange for an operator through the Cadence Bank Center and use this marquee during the Event. Graphic content may be imported or generated for the marquee, or live camera feeds may be displayed. Please consult Cadence Bank Center staff for more information. Certain Cadence Bank Center sponsors retain the right for listing on this marquee.

#### **POSTING OF SIGNS**

Signs may be posted on Cadence Bank Center premises only with the approval of the Cadence Bank Center Director. Cadence Bank Center staff will place such signs upon approval. Additional sign policies are described in "Decorations". Any signs posted off premises must comply with local ordinances.

#### **CALENDAR OF EVENTS**

Cadence Bank Center has a website that displays a calendar of events. We offer each event an opportunity to list his/her event on this calendar along with specific information such as date, time, contact information (if desired) and admission pricing. A current list of events can be found online at <u>www.cadencebankcenter.com/events.</u>

### **BANNERS**

A lessee may display banners in the Space. Banners must be placed so that they do not impair sight lines, traffic ways, or existing signage. Lessee is responsible for hanging and removing the banners. Cadence Bank Center will not be responsible for banners left after the event and will not store them.

Any banners advertising beer or other alcoholic beverages must comply with Texas Alcoholic Beverage Commission statutes.

Additional banner policies are described in the "Decorations" sections.

#### **CADENCE BANK CENTER SPONSORS**

Cadence Bank Center has facility sponsors' permanent signage displayed in its buildings. Such signage may not be covered during an event unless arrangements are approved in advance by the Cadence Bank Center Director.

# **VEHICLE SIGNAGE**

No handbills or other fliers may be placed on vehicles parked on Cadence Bank Center premises.

# **LITERATURE**

Literature, including handbills and flyers, may not be distributed in or on any Cadence Bank Center premises by anyone unless they are the lessee. No literature may be placed on vehicles in the parking lot at any time.

# VI. RATES

# GARTH ARENA (29,000 sq. ft.)

(Fixed seating 5,979 - Concert seating 7,500)

\$4,500.00 per show vs. 10% of gross ticket sales to a maximum of \$7,500.00 \*(exempt from table and chair fees)

\$4,500.00 all day rental, non-ticketed (or small ticketed) \$20,000 all-in plus expenses (or \$10,000 flat fee plus expenses) - Ticketed concert/1-day special event

\$250.00 per hour for additional time outside of 6am-Midnight

Special Events Room not included in Garth Arena rental.

# <u>CADENCE BANK CLUB</u> - (6,400 sq. ft. / max 250 ppl) - \$1,100.00

\*Outside of 6am - Midnight - \$100.00 per hour

### EQUINE/LIVESTOCK COMPLEX

Show arena, Concourse, and Warm-up Arena (does not include Champions Club) - \$2,400.00 per day

To add use of Champions Club (new) - \$250.00 per day

900 fixed seating / 136 premium stalls

Use of 300 stalls per day discounted to \$1,500.00

Add Champions Club - \$250.00 per day

Stalls \$25.00 per head/night

Horse Barn - 220 stalls adjacent to facility

\*Outside 6am - Midnight - \$250.00 per hour

#### ASSEMBLY HALL (16,500 sq. ft. / 800 seating depending on layout)

\$1,400.00 per day

\$100.00 per hour for additional time outside of 6am-Midnight

# CADENCE BANK CENTER ARENAS AND EXHIBIT AREA (95,000 sq. ft.) EXHIBIT AREA (55,000 sq. ft.) - \$2,000.00 per day

#### INDOOR & OUTDOOR DIRT ARENA (20,000 sq. ft. / 100' x 200')

Full Building - \$3,000.00

Exhibit Area Only - \$2,000.00

Indoor Arena - \$1,000.00 Outdoor Arena - \$350.00

\*Outside 6am – Midnight - \$100 per hour

### TOTAL CADENCE BANK CENTER BUILDING RENTAL - \$3,000.00 per day

Utilities cost for Livestock Shows - \$500.00 per day

Cattle Tie Out Fee - \$10.00 per head per night

\*Outside of 6am-Midnight - \$100.00 per hour

### CADENCE BANK CLUB - \$1,100.00 (all day)

Includes permanent furniture in the room. Set-up in the room does not change unless tables are added at cost stated on rate sheet.

\*Outside of 6am-Midnight - \$100.00 per hour

# CHAMPIONS CLUB - \$1,100.00 (all day)

Maximum of 130 people

Breakout Room #1: (Larger) \$150.00 / Additional costs for set up

Breakout Room #2: \$100.00 / Additional costs for set up

\*Outside of 6am-Midnight - \$100.00 per hour

### **CHAMPIONS CLUB BREAK OUT ROOMS**

\$150.00 Room #1 (Larger Room) all day

\$100.00 Room #2 all day

\*Additional cost for set up

#### **BILL YOWELL CONFERENCE ROOM**

\$100.00 per Day

#### HORSE STALLS

\$25.00 per head per day

#### **MOVE-IN/MOVE-OUT POLICY**

Event activity may commence at 6am. The 6-hour period immediately preceding an event is provided at no charge, if available, and assuming it is on the same day. All other move-in and move-out days are charged at one-half of the show day rate and are provided with minimum utilities (lights only.) If air-conditioning is desired, show day rates will apply.

Tables	\$6.00/ea per day
Chairs	\$1.50/ea per day
Staging	(4X8X2' high or 4X8X4' high)
	\$5.00/per section
Concert stage (60X40)	\$400.00
Portable Bleachers	\$25.00/section
Sheep/Hog Panels	\$5.00/ea
Cattle Panels	\$6.00/ea
Livestock Scales	\$50.00/ea
Squeeze Chutes	\$50.00/ea
*Rodeo Bucking Chutes (includes 6	\$300.00
chutes, alleys and de-rigging only)	
Roping Box	\$5.00/ea per day
Shavings 5.5 cf bag	\$12.00/bag
Sale Ring	\$250.00
Electrical Cords	\$3.00/ea
Electrical Panels – Gypsy	\$50.00
Internet Access wired	\$50.00
Wireless	\$50.00
Wireless Mic	\$20.00/ea per day
Additional Wired Mics	\$10.00/ea
Video Projector	\$50.00
Screen 6x6	\$10.00
Screen 7.5X10	\$20.00
Pipe & Drape	\$20.00/section
Portable PA	(Priced upon application)
Linens	Quoted by Cadence Bank Center
RV rate to include power, water and dump	\$35.00/day
fee	

# CADENCE BANK CENTER EQUIPMENT FEES AND SERVICES

Copies	.50/ea 8X11/ea larger
Faxes	\$10.00/page
Facility Fee	\$1.00-\$3.00 per ticket sold (variable)
Box Office Fee	3% of gross ticket sales
Novelty Sales	25% of gross sales (less tax)
Catering Fee	15% of retail meal value

Self-Catering Fee	\$2.00 per person
Catering Clean Up Fee	\$250.00
Clean Up Fee	\$500.00
*Dirt & Sant Hauling & Spreading	Quoted per event specifications
*No Charge for Ticketed Garth Arena	
Events	

Forklift	\$250/day (no driver)
Forklift Driver	Quoted separately based on need
Audio Engineer or Marquee Operator	\$25.00/hour, 4-hr min. call
Operator Stagehand, Rigger or Steward	Quoted per event
Usher or Ticket Seller	\$20.00/hr, 4-hr min. call
Private T-Shirt Security	\$25.00/hr, 4 hr min call
Armed Private Security	\$25.00/hr, 4 hr min call
Sheriff / Officer- Commissioned Security	\$60.00/hr, 4 hr min call
EMT	\$75.00/hr
Parking Attendants	\$750.00
Cadence Bank Center Tractor Only (no	\$50.00/hr
driver)	
Expo Tractor	\$250/day (no driver)
Tractor Driver	Quoted separately based on need

\*Prices are subject to change for services provided by outside vendors.