

## MIDLAND COUNTY HORSESHOE POLICIES

**\*\*\*Any violations to the below policies by the lessee, their vendors, attendees or the public during the lessees event, could result in a fine of up to \$100 per occurrence to the lessee, the vendor(s) or both for failure to follow Midland County Horseshoe policies.\*\*\***

### **Purpose**

At the Midland County Horseshoe, our goal is to make your experience enjoyable, affordable and, most of all, memorable! We strive to achieve all these goals while partnering with our incredible local businesses and organizations to not only support and give back to our community but to also ensure the success of every event! We have compiled this document to answer all frequently asked questions and to provide a simple document of the Midland County Horseshoe policies. If you have any questions, please do not hesitate to contact us at the information at the bottom of this document. We look forward to seeing you at the Midland County Horseshoe!

### **Booking**

Events are booked at the Horseshoe on a first come, first served basis and all events are scheduled based on availability. Bookings could be declined depending on requirements of other events in the same timeframe that would conflict with already booked events and Horseshoe operations. The Horseshoe reserves the right to decline any event on any date for any reason. Consideration will be given to emergency situations beyond the lessee's control and is ultimately up to the Horseshoe Director.

For an event to be confirmed, the following payment schedule must be adhered to and followed.

- The first 50% of the event proposal is due at the time of signing the contract. This is non-refundable and applied to the cost of the rental.
- The second 50% of the event proposal is due at least seven (7) days prior to the event. This is non-refundable and applied to the cost of the rental.
- A \$1,000 incidentals deposit is due at least seven (7) days prior to the event with the second 50% payment. This is to cover any added fees incurred in connection to the event such as excess cleaning charges, extra tables & chairs, power boxes, pipe & drape, damages, policy violations, etc. A final invoice will be sent to the lessee shortly following the event detailing any additional charges. This is a refundable deposit minus any added charges in connection to the event. The refunded deposit or total amount after additional fees incurred in connection to the event, will be mailed back to the lessee as a check following the next possible Commissioners Court meeting date.
  - o Should the \$1,000 incidentals deposit not cover all additional fees incurred in connection to the event, the remainder of the final total will be due immediately upon receipt of the final invoice. Failure to pay any remaining post-event invoice charges beyond fourteen (14) days of receiving the final invoice, will result in the remaining amount being submitted to the County Attorney, County Auditor and/or collections.

### **Proposal Acceptance**

An event proposal sent to a lessee from the Horseshoe Business Office is valid for seven (7) days from the day it is sent including weekends and holidays. After this time, the Horseshoe may move on to other requests for the same day. If the proposal is accepted **AFTER** the seven day period and the date/time/space is still available, the proposal will be honored but is only guaranteed for the first seven days.

### **Cancellation Policy**

Events that cancel within the below timeframes of their event, are subject to the applicable cancellation fees:

- 90+ days before first load-in and/or event day – 100% refund
- 45-89 days before first load-in and/or event day – 50% refund
- 0-44 days before first load-in and/or event day – 0% refund

## **Insurance**

Insurance is required for all events held at the Horseshoe complex. Proof of insurance is required a minimum of seven (7) days prior to the move-in date or event date, whichever is earlier, and must have coverage through the end of moving out. If the event lasts past midnight (12:00AM) the following day, insurance must cover the following day as well. Lessee is responsible for obtaining event insurance through GatherGuard with the information provided by Horseshoe staff at the time of booking. If lessee has their own private insurance that covers events and venues, they must provide documentation of such coverage naming Midland County **AND** Midland County Horseshoe with their respective addresses as additionally insured.

## **Payment Methods**

For venue bookings, the Midland County Horseshoe will only accept check or money order (payable to Midland County Horseshoe), e-check (ACH) or card payments and will no longer accept cash in the business office for payment of venue rentals, fees, RV spots, etc. A credit card fee of 2.4% (or a minimum of \$2.00 if 2.4% is under \$2.00) will be applied to every card transaction. There is a \$2.00 fee for e-check (ACH) payments.

## **Rental Period**

All rental spaces at the Horseshoe complex are rented for the day. The day is considered as the hours of 6:00AM – 1:00AM (next day). All move-in & move-out must be accomplished during this time. Additional move-in and move-out time may be booked with the fees in the pricing document. The lessee must have insurance coverage the entire time starting when lessee and their materials and/or vendors arrive on-site until the full load-out is accomplished including the next day if past midnight (12:00AM). All events, lessees and their attendees must exit the complex by 1:30AM (next day) at the conclusion of the event. Events still on site after 1:30AM will incur an after-hours charge per hour. This may also affect the cost for security if the lessee and their guests or the public are still on property past 1:30AM.

## **Move-In & Move-Out**

Unless a guaranteed move-in or move-out day is purchased ahead of time, all move-in, setup, strike and move-out must occur during the lessee's rented period on the day of the event. Nothing may be brought on-site before or left on-site after the event without a purchased move-in or move-out timeframe. The lessee's event insurance must also cover the move-in and move-out periods if purchased. There is no free early move-in even if the space is available before without the purchase of a move-in timeframe. If the lessee wishes to move-out immediately following the event, everyone and everything must be removed by 1:30AM following the event. Nothing may remain on-site. See move-in and move-out pricing on the pricing list.

For multi-day events, there will only be one (1) move-in day charge and all days following will be charged the regular daily rental rate. If the lessee wishes to have a move-out day following the event, the move-out price and timeframe will apply for the day following the event.

## **Event Shipments to the Horseshoe & Storage**

The Horseshoe will accept items for events that are shipped and delivered to the Horseshoe under the following conditions:

- The shipment must be of a reasonable size and amount. This is at the discretion of the Horseshoe Director and/or his designee(s).
- The shipment may not arrive more than three (3) days before the event.
- Any outgoing shipments and pickups must be on or by the last day of the rental. Items may not remain on-site after the rental period.
- The Horseshoe and Horseshoe staff are not responsible for items shipped and delivered for the lessee's event(s).
- Horseshoe staff will not sign for acceptance of any shipment for lessee's event(s).
- Items delivered to the Horseshoe for the lessee's event could be moved to a location that is out of the way of daily operations and other in-progress events. There is no guarantee of the location or it's safety and security.
- **THE HORSESHOE AND STAFF ARE NOT RESPONSIBLE IN ANY WAY FOR ANY SHIPMENT FOR A LESSEE'S EVENT.**

### **Event Services**

The Horseshoe is a venue rental facility that can accommodate certain requirements from the lessee, their attendees, and vendors. A rental in the Horseshoe complex consists of the rental area, utilities, and basic custodial services with the required cleaning fee. A certain number of tables and chairs are included in the rental depending on the space rented. Additional tables and chairs are rented separately, and Horseshoe staff will provide a one-time set-up based on information the lessee provides. The final layout is required seven (7) days before the event and cannot be changed. The Horseshoe will provide staff to be with the lessee during the event hours or time in which lessee is preparing for the event. The lessee is responsible for clearing table decorations, centerpieces, and all other items they wish to keep immediately following the conclusion of the event. The lessee is not required to clean the rental area as that is part of the service the Horseshoe provides with the required cleaning fee. The Horseshoe is not responsible for items left behind.

The lessee is responsible for the salaries and bills of all hired labor, vendors, security, etc. that are hired for the event. At the time of booking, the Horseshoe will provide a list of approved vendors that the lessee may require for the event. All event vendors must be selected from the provided approved vendor list. If the lessee's preferred vendor is not on the approved vendor list, please contact the Horseshoe to discuss approvals and additions to our list. A meeting with the Horseshoe Event Coordinator, the lessee and their vendors is required at least seven (7) days before the event to ensure all venue policies are adhered to for the entire rental period.

### **Merchandise Sales**

Lessee is free to sell merchandise and memorabilia as they so choose. The Horseshoe does not charge a fee or percentage for the lessee's merchandise sales. Merchandise and memorabilia must be appropriate for all in the general public. The Horseshoe reserves the right to deny anything from being displayed or sold with the final decision coming from the Horseshoe Director or his designee(s).

### **Room Set-up Diagram**

A set-up diagram will be provided to the lessee from Horseshoe staff. The lessee must initial the diagram for approval or make any requested changes and return to Horseshoe staff within three (3) days of receiving the diagram. A final approved layout must be received seven (7) days prior to the event and changes may not be made after that time. The lessee will be charged based on the final layout and final payment must be completed seven (7) days before the event.

### **Children**

Children attending events must be supervised by a parent or guardian at all times. Children must be contained to the area rented and available accompanying areas such as concessions, restrooms, etc. Children are not to enter unrented areas or other events going on simultaneously within the complex.

### **Tobacco Use Policy**

Per Midland County policy, all tobacco use is prohibited within any building on the complex and within 20 feet of all doorways, exits and entrances. There is strictly no tobacco, vaping or e-cigarette use inside any buildings on Horseshoe property. Smoking is allowed outside in designated areas. Receptacles are strategically placed for your convenience around the complex.

### **Security & EMS**

The sole objective of event security by any approved agency and/or company is the safety and security of the Horseshoe venue, Horseshoe staff, the lessee, their guests, and the public. The Horseshoe will provide a list of approved security agencies and companies to the lessee at the time of booking the event. The lessee may only select an agency or company from the approved security list. Any required security/EMS must arrive 30 minutes before the event and stay until all lessees and their guests and/or the public exit the complex. The below requirements are the minimum required by the Midland County Horseshoe. The chosen agency and/or company may choose to require stricter minimums than the below which the lessee must follow. Additionally, the Horseshoe will provide the renter with a required security responsibilities list which the renter must have their hired security perform.

The Midland County Horseshoe requires security for any of the following types of events:

- An event without alcohol or weapons with more than 300 in attendance including the lessee, their team, vendors, attendees and/or the public. There is a minimum of one officer/guard for the first 300 in attendance and an additional officer/guard for every additional 300 in attendance.
- An event with alcohol requires a minimum of two peace officers for the first 200 in attendance and an additional officer/guard for every additional 200 in attendance. If alcohol is going to be involved with an event, security must be on-site for the entire time of the event and not only when alcohol is present and/or being served.

Events exempt from security requirements:

- Any event without alcohol or weapons with less than 300 in attendance combined between lessee, their team, vendors, attendees and/or the public.
- Any event with, for or including emergency responders who are already in attendance.
- A Midland County sanctioned event such as but not limited to an election, training, etc. as designated by the Horseshoe Director and/or the Midland County Commissioners Court.

#### Security Definitions:

Officer - Peace Officer licensed by the Texas Commission on Law Enforcement.

Guard - Person trained and licensed through the Texas Department of Public Safety as a Level II security guard.

Additional Security Information:

- All lessees, vendors, attendees, etc. are subject to search.
- All bags, boxes, coolers, containers, etc. are subject to search.
- Lights in the event space cannot be completely turned off during any event, however, they may dim.
- There is no re-entry into the facility if an attendee or lessee leaves after 10:00PM.
- The parking lots will be patrolled by security during the event.

In some cases, other arrangements may be made as deemed appropriate by the Horseshoe Director. Corporate events may use their in-house corporate security if deemed appropriate by the Horseshoe Director. Lessee shall provide any security and EMS deemed necessary by the Horseshoe Director or his designee(s) during all or part of lessees' rental period. Failure or refusal to provide required security & EMS will require the Horseshoe to do so from the approved list above at the lessees' expense. The lessee is responsible for hiring their chosen security agency/company and paying the officers/guards as directed to do so by the chosen company and/or agency. The lessee must provide confirmation of hired security and the number of officers/guards to the Horseshoe a minimum of seven (7) days prior to the event.

There are no guns, knives or weapons of any kind allowed to be brought on to Midland County Horseshoe property by anybody except event security personnel. All bags, boxes, coolers, containers, etc. are subject to search at any time. Anybody found in possession of a weapon will be removed from the facility and cannot return to the event(s). Events that require the presence of weapons such as a gun show, are permitted provided the proper precautions and all safety procedures are followed for securing guns upon entry, unloading all firearms, and securing knives in their safe positions.

#### Fire and Safety Regulations

The Horseshoe Director and the Midland County Fire Marshal are the final word on all matters regarding fire and safety within the Horseshoe complex. They (or their agents) will be allowed full access to all areas of the complex during events. Below are a few general guidelines:

- All exits and aisles leading to exits must be clear at all times and must maintain minimum clearances.
- All fire extinguisher boxes, pull stations, fire lanes and fire department valves must always be unobstructed.
- There are no live flames allowed on the Horseshoe property. Electric/battery candles are acceptable.
- Table decorations must be flameproof if used in conjunction with an open flame. Dried or dead plant materials are prohibited.
- Any motor vehicle on display in any building must not have more than ¼ tank of gas. Fuel tanks should be locked or taped, and the negative battery terminal must be removed and secured. All vehicles on display in any building

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or non-parking lot area must also have plastic or a drop cloth covering the entire area under the vehicle to catch any drips and leaks.

- No grills or open flames are allowed within ten (10) feet of any overhead structures. All pits and cookers must be located on paved surfaces only.
- Sterno warmers are accepted for use by approved catering vendors.

Additionally, the Midland County Fire Marshal reserves the right to require a fire watch for events that they deem may present an actual or potential hazard. In that case, the expense of this additional fire watch protection is the sole responsibility of the lessee.

### **Pavilion Kitchen**

The Pavilion Kitchen is only available for use by approved vendors who have signed their vendor agreement, provided the required insurance information and paid their deposit to the Horseshoe Business Office. Ice machines inside the Pavilion kitchen and throughout the Horseshoe complex are available for use by all events with access from Horseshoe staff during the event.

### **Temporary Structures (Tents)**

The lessee is permitted to have their own temporary tent-like structure put in place on the terrace if desired. The structure must be installed and removed professionally by an approved and insured Horseshoe vendor within the contracted rental time. Additional move-in and move-out timeframes are available for purchase if required.

### **Food and Beverage**

The lessee will be provided with a list of approved vendors for event needs such as catering and TABC licensed alcohol vendors. No food service fee will be charged to the caterer or lessee. There is an additional fee to the lessee for use of the Pavilion kitchen, food warmers/coolers, concession stands, etc. The Pavilion kitchen and food warmers/refrigerators are only to be used by Horseshoe approved vendors. Any payments between the lessee and their vendors are strictly between themselves and are not the responsibility of the Horseshoe. All foodstuffs must meet safety and permit requirements set by the City of Midland. Per the approved vendor catering agreement, each approved vendor is responsible for ensuring the kitchen is returned to a clean state upon concluding the use of the kitchen. Horseshoe staff would greatly appreciate the assistance of the lessee and their attendees in disposing of all used catered meal materials such as plates, napkins, utensils, serving dishes, etc.

Food items made off-site by the lessee are allowed to be brought into the facility along with non-alcoholic beverages if they are for free distribution or consumption at a private event. Prepared food items and non-alcoholic beverages for sale, may only be prepared on-site in a permitted kitchen or concession stand. This includes popcorn poppers (following electrical and fire safety policies), cotton candy, etc. Alcoholic beverages are not allowed on Horseshoe property unless pre-arranged through a TABC certified approved vendor with a temporary permit supplied to the Horseshoe office who brings, distributes, and removes the alcoholic beverages themselves. Please see the alcohol policy below.

For events cooking on-site NOT in the permitted concession stands or kitchen, the below instructions must be followed in compliance with the City of Midland Health Department and Fire Department:

- The Health Department and Fire Department must be contacted a minimum of seven (7) days prior to the event or vendor arriving on-site, whichever is earlier. The Health Department and Fire Department will have to make inspections of these vendors and their booths on-site before they can cook/serve.
  - o Health Department - Monica (Inspector) – (432) 681-7621
  - o Fire Department – Justin Rhoads – (432) 685-7333
- Each individual vendor must have a temporary permit from the City of Midland Health Department which is \$70 for a 14-day period. This is handled by and through the City of Midland Health Department and the lessee or vendor who is cooking and is NOT the responsibility of the Horseshoe.
- The list of requirements each vendor must meet from the City of Midland Health Department and Fire Department is available on the Horseshoe website or through the Horseshoe Business Office.

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## **Food Trucks**

Food trucks are allowed for events at no additional cost and they must completely operate outside. Only approved vendors may use the Pavilion kitchen for cooking and preparation. Food and beverage from food trucks may be brought inside the facility for consumption. Depending on the event and with the approval of the Horseshoe Director, food trucks may utilize the parking lot or fire lane curb closest to handicap parking in the center parking lot with service windows facing the parking lot. Parking and placement of food trucks is based on approval from the Horseshoe Director and/or his designee(s). The lessee and/or food truck operator are to check in with Horseshoe staff for approval of final placement before beginning operation. Food trucks may not park under overhangs, trees or within ten (10) feet of any structures. Food trucks must operate with their own power, water, etc. and with their own equipment and may not connect to any facility utility or resources.

## **Vending Machines**

The Horseshoe has eleven (11) vending machines throughout the property consisting of six (6) beverage machines and five (5) snack machines. These machines are in the front foyer hallway of the Pavilion and in the North vestibule of the Main Arena/Education Room hallway. The Horseshoe is not responsible for filling or maintaining the vending machines if they are out of stock or out of order. The Horseshoe is not responsible for any financial complications with the machines such as money not returned, items not dispensed, incorrect change, etc. Any damage to the machines from an event will incur a cost to the lessee following the Horseshoe damage policy of cost + 25%. Do not hit, rock/tilt or tamper with the machines in any way outside of their normal functioning and intended use.

## **Concessions**

Lessees may rent the concession stand for use during their event and retain 100% of the profits. A concession stand usage agreement must be completed and submitted to the Horseshoe Business Office a minimum of seven (7) days prior to the event with the completion of final payment. All below rules and policies apply when operating the concession stand in addition to the Health Department rules found attached to the agreement. If the lessee wishes to have concessions available but is not able to operate themselves, the Horseshoe may reach out to local groups and organizations to operate the stand for their own benefit during the event. The Horseshoe does not guarantee this option will be available for every event request. Any food and beverage items sold in the concession stands must be prepackaged and/or prepared on-site after being purchased from an approved source such as Sams Club, Walmart, etc. Nothing can be prepared off-site and brought in to be sold.

No concession type food and beverage items for sale may be sold outside of the concession stands such as at a table in a hallway or anywhere else inside the facility as only the concession stands are the permitted areas for food and beverage sales by the City of Midland Health Department. Sample/free food and beverage items may be distributed during events in non-concession areas following all City of Midland Health Department requirements. Trade show style events may also sell packaged style foods during their events such as prepackaged soup mixes, dips/condiments, nuts, popcorn, etc.

### **Examples of concession stand items allowed:**

Beverages: soda, water, tea, coffee, juice, sports drinks, etc.

Snacks: individually bagged chips, candy, crackers, cookies, cotton candy, popcorn, etc.

Prepared Food: Burgers, hot dogs, nachos, etc. (see rules with agreement)

**Alcoholic beverages are NOT allowed unless sold or distributed by a lessee-hired approved TABC licensed alcohol vendor with proper permitting following all below alcohol policies.**

The lessee must provide all contact information to the Horseshoe business office to properly document which individual/group/organization is operating the concession stand should an illness occur for the Health Department to trace back to where any possible illness originated. The Horseshoe is not responsible in any way for the vendors' items being distributed from the concession stand. There is a fee for use of the concession stand to be used as a concession stand plus added cleaning fees. The lessee and/or vendor is responsible for ensuring the concession stand is returned to its clean rentable state again before departing from the event.

## **Alcohol**

The Horseshoe does **NOT** have a Texas Alcoholic Beverage Commission (TABC) license. Because of this, the following venue policies apply. **Any lessee and/or vendor found breaking any of the below alcohol policies will incur a fine of \$250 per violation. This will be taken from the lessee's deposit, vendor's deposit or both. If an event was booked prior to the deposit being in place, the lessee will incur these fines upon completion of the event.**

1. Vendors that provide alcohol service must be on the Horseshoe approved vendors list and are required to always use TABC certified servers and comply with all TABC rules, laws, regulations and policies in addition to these Horseshoe venue alcohol policies.
2. The lessee may not bring their own alcohol onto the Horseshoe complex. Alcohol must be provided by an approved vendor from the Horseshoe's approved vendor list. If lessee's preferred vendor is not on the approved vendor list, please contact the Horseshoe.
3. If a non-profit organization obtains all required TABC permits for their event, alcohol may be brought on-site for the properly TABC permitted event.
4. The lessee and their attendees may not have beverages in vehicles or any place of their own and return to serve themselves. Any alcoholic beverages found on site, not provided by the approved vendor will be confiscated and disposed of by Horseshoe staff and/or event security. Any lessee or their guests found breaking these policies, could be removed from the facility immediately without warning and the lessee will incur a fine.
5. Gifts including alcohol – If a lessee's guest/attendee brings a gift in which all or part of it is alcohol related/involved, the gift must be left in a vehicle or immediately taken to a vehicle and secured unopened upon discovering it has alcohol.
6. The Horseshoe and Horseshoe staff cannot touch or serve alcohol brought onto Horseshoe property by an approved TABC vendor. Alcohol may only be stored on-site starting the day before an event. Storage may be in a walk-in cooler or freezer, the Pavilion kitchen dry cage or a Conex container in the North parking lot. The storage fee will apply per day per space(s) used and is charged to the lessee. For alcohol to remain on-site outside of the event time, it must either be in the vendor's possession by always having someone TABC certified on-site with it or it may be stored in one of the aforementioned locations with the vendors own chain/lock combination. The Horseshoe and its staff are not responsible for watching and/or securing alcohol nor is the Horseshoe or its staff responsible for missing, stolen or vandalized inventory at any time while on-site. Alcohol must always be kept in the vendors' possession until the conclusion of the event and removed immediately by the vendor.
7. Horseshoe staff, event security and event vendors are prohibited from consuming alcohol during any event.
8. For high attendance ticketed events, attendees will have TABC acceptable identification checked by TABC certified staff to wristband (21+) or "X" (Under 21 or non-drinking) attendees.
9. The Horseshoe will provide the lessee with the number of required event security and when security is required at the time of booking the event. It is the lessee's responsibility to schedule and pay for their event security from the approved event security list of agencies and companies. If event security is required, proof of hiring event security is due to the Horseshoe at least seven (7) days before the event. It is the lessee's responsibility to communicate any changes from the original number of attendees to event security and Horseshoe staff.
10. The lessee is responsible for their attendee's behavior and actions at the event. Event security, Horseshoe staff and TABC certified alcohol vendors reserve the right to refuse alcohol sales to anybody at any time for any reason. Any disruptive behavior during an event could result in dismissing disruptive attendees, closing the lessee's bar, or concluding lessee's event immediately without refund.
11. Lessee's, vendors, guests, attendees and the public are not allowed to use glass drinkware during their event. This includes glass beer bottles, wine bottles, wine glasses, mugs, etc. Alcohol vendors may use glass behind the bar but are not permitted to serve lessees or their guests in glass containers. Guests may be served in plastic or aluminum containers and cups. Exceptions may be made by the Horseshoe Director on a case-by-case basis.
12. The correct TABC permit must be provided to Horseshoe business office three (3) days before any alcohol can be served at the event. Permitting information can be found at: <https://www.tabc.texas.gov/services/tabc-licensespermits/temporary-event-authorizations/>
  - a. Please be sure to give your approved vendor plenty of time to obtain a temporary permit as it can take time. To avoid an expediting fee from TABC, a temporary permit application must be applied for ten (10)

or more business days before the event. This is the responsibility of the lessee and their vendor as well as any cost associated with obtaining the temporary permit.

- b. An approval letter and event layout map will be required by TABC which confirms the Horseshoe approves of the vendor selling alcohol on Horseshoe property. The vendor must email Sydney Woolsey - Horseshoe Event Coordinator at [swoolsey@mcounty.com](mailto:swoolsey@mcounty.com) to obtain this document.
  - c. The lessee is responsible for ensuring their alcohol vendor pulls and provides the correct temporary permit for their event. The cost of the permit is between the lessee and their vendor. The Horseshoe requires proof the permit has been obtained to confirm it is valid and approved.
  - d. Each permit must list the exact location within the Horseshoe complex of where the event will be with the bar. Alcohol may not leave the rented area where it is being served.
    - i. For example: Midland County Horseshoe - Main Arena, Livestock Arena, Education Building, Terrace, Meeting Room A, B, C or D, Pavilion Hall A, Pavilion Hall B, Pavilion Hall S, Amphitheater, Backstage Building, Concession Stands, etc.
  - e. If the TABC approved vendor is storing alcohol in a storage area at the Horseshoe the day before the event, the TABC event permit must cover the full amount of time alcohol will be on site from delivery to removal immediately following the event.
13. Vendors may only serve one beverage per person per bar visit.
14. There shall be no “deliveries” to other guests except for the following situations or multiple beverages poured for one party in each bar visit. Deliveries of alcoholic beverages are only permitted at public events in the Amphitheater, Pavilion and Main Arena by TABC certified servers to VIP table style seating and not general admission style areas following these requirements:
- One 12oz or smaller liquor beverage per person at each table AND/OR
  - One 750ml or smaller bottle of wine per table with cups AND/OR
  - One bucket of eight (8) or less 12oz plastic beer bottles/cans per table.
15. **Shots are strictly prohibited at all events.** The drink must include ice and a mixer but can be presented as “on the rocks”. The only liquors allowed as “on the rocks” are whiskey, bourbon or scotch.
16. The last call for alcohol sales will be thirty (30) minutes before the conclusion of the event no matter what time it is scheduled to end.
17. Non-alcoholic beverages such as water, coffee, tea, soda, juice, etc. may be provided by lessee and brought on-site for their event at their pleasure. The Horseshoe does not supply these products.

### **Parking Lot Rentals**

The West unpaved parking lot may be rented if available depending on other events occurring at the same time and based on Horseshoe operational needs. Stakes may be used in the ground of this lot but **NOT** on paved and striped lots or areas.

### **Point of Sale Systems**

The Horseshoe does not provide a point of sale (POS) system for bars, concessions or merchandise sold during an event. If the lessee requires a POS system, it is their responsibility to bring the necessary equipment, staff, and cash/change drawers.

### **ATM'S**

The lessee is not allowed to bring in their own ATM machines due to the Horseshoe's agreement with the current ATM provider. ATMs are located throughout the property.

### **Decorating**

Decorating is entirely the responsibility of the lessee. The lessee must bring all supplies necessary to accomplish this task. Decorations must be removed at the conclusion of the event. Any excessive cleanup including but not limited to glitter/glitter confetti, tape residue, etc. will incur the excessive cleaning charge.

- The Horseshoe cannot loan office supplies or print or make copies for the lessee's event.
- The Horseshoe cannot furnish extension cords, power strips or tools.

- There is no mylar glitter/glitter confetti allowed at the Horseshoe. Paper confetti is allowed during events.
- Foam, double-sided tapes and duct tape are NOT allowed as decoration adhesive. Gaff tape, painters tape or clear boxing tapes may be used but not on painted surfaces.
- Staples, nails, tacks, or screws are not allowed as a fastener for decorations on any Horseshoe wall or equipment such as tables or chairs.
- Only electric candles are allowed on Horseshoe property.

### **Box Office and Ticket Sales**

The Horseshoe utilizes Ludus as the in-house ticketing platform. All Horseshoe events utilizing in-house ticketing must use a general admission style event as there are no reserved seating options at the Horseshoe. For events requiring the purchase of tickets at any amount, the fee for using the Horseshoe ticketing platform is 10% of gross sales to a maximum of \$5,000 (not including venue costs) plus a \$2 per ticket facility fee. For events with complimentary or \$0 tickets, there is a single \$200 ticket platform usage fee for setting up and managing the event in-house plus a \$2 per ticket facility fee. Any credit card fees charged by Ludus during checkout are passed on to the customer at the time of purchase. Typically, this is 5% + \$0.80/ticket or item. Final ticket settlement will be completed within ten (10) business days of the event.

If it is a company event with comp tickets or special pricing, the event can be set up with private access to tickets via a password/passcode. Please contact the Horseshoe for further information. A link and/or QR code will be provided to the lessee to promote the sale of tickets for the event. All tickets are digital tickets only but can be printed by the individual if they wish to have them in hand. The Horseshoe does not print tickets for any event. Scanning devices are utilized onsite to scan tickets for entrance. Local volunteer groups are utilized for scanning tickets for entrance to events.

The Horseshoe accepts donations through the in-house ticketing program. All donations support the Midland County Horseshoe and messages are posted within the ticketing program to make ticket purchasers aware of what their donations support.

### **Internet Usage**

If the event requires dedicated internet usage where physical ethernet lines are required, this need must be communicated to the Horseshoe at least two (2) weeks in advance of the event. Horseshoe staff must make arrangements with the county IT department well in advance of the event to schedule this installation. There are additional fees for requiring dedicated internet usage and/or the non-public Wi-Fi (password protected). If using the password protected Wi-Fi, Horseshoe office staff must input the password in the lessee's device(s). These fees can be found on the pricing list. The Horseshoe does have free public Wi-Fi, however, if this does not suffice and a dedicated line is required, the above steps must be followed along with any costs associated with internet usage.

The Horseshoe does not guarantee completely functioning Wi-Fi and/or ethernet due to the possibility of outages beyond our control such as weather, system updates, acts of God, etc. It is best to plan to have a source with you to depend on connectivity such as a hotspot due to these possibilities.

### **Premium Parking Lot**

The Horseshoe reserves the right to designate one of its parking lots for the Premium Parking Lot service. This lot will be staffed with a staff member from the group utilizing the venue for the event. This added service includes:

- Special entrance to building (to be determined as a function of other ongoing events and the overall public entrance to the ticketed event).
- Special egress after ticketed event.
- This service will be determined by advance ticket sales and the nature of the ticketed event. Not all ticketed events may warrant this service.

### **Over-Hire Event Staffing**

The lessee is responsible for hiring their own over-hire staffing for any assistance needed during the event. This includes but is not limited to stagehands, spotlight operators, equipment operators, etc. These vendors are to be paid directly by the lessee per terms agreed to with those vendors individually. The Horseshoe is not involved in the hiring, scheduling, planning or payment with other event vendors.

### **Equipment**

The lessee is responsible for hiring and/or renting their own equipment such as forklifts, scissor lifts, front end loaders, pallet jacks, etc. If staffing and operational availability allows, Horseshoe staff may operate Horseshoe owned equipment to perform required tasks for the move-in, event and move-out at the rate listed in the pricing list. This is not always possible and cannot be guaranteed. The Horseshoe does not loan on-site equipment or tools and lessee and/or their vendors may not operate Horseshoe equipment. Horseshoe staff are not to operate 3<sup>rd</sup> party lessee-rented equipment. Please make sure to plan ahead if any of these types of services are required for the event. The Horseshoe is not involved in the hiring, scheduling, planning or payment with other equipment vendors. The selected equipment rental company must provide documentation of insurance coverages listing Midland County AND Midland County Horseshoe as additionally insured. Insurance documentation must be provided to Horseshoe staff seven (7) days prior to 3<sup>rd</sup> party equipment being brought onto Horseshoe property.

### **Facility Traffic Patterns & Parking**

There is to be no blocking of parking lots, roadways or any other traffic inhibiting equipment or staff on Horseshoe property without the written permission of the Horseshoe Director. This includes but is not limited to cones, signs, traffic signals, parking guards, vendor or company vehicles, etc. All parking lots and roadways on Horseshoe property are to remain completely open unless otherwise discussed and approved.

All vehicles on property, whether it be guests, vendors, participants, etc. must park in designated parking spots. The Horseshoe does enforce towing through Action Wrecker Service, Inc. for any vehicles not parked in designated parking spaces as well as vehicles in fire lanes, emergency exits, reserved spaces, etc. Loading and unloading for a short period of time on the North side of the complex or on the Terrace for the Education Room is acceptable as long as the vehicle and any trailers, equipment, etc. are moved to a designated parking space promptly. There is no loading/unloading at the Arena Trail fire lane in the front of the buildings. RV spaces are for RV parking only. There are designated spaces for truck/trailer parking and single spaces for individual vehicles. Vehicles are towed at the owner's expense and towing signs and information are posted throughout the property.

### **Contact Information**

Physical & Mailing Address:

Midland County Horseshoe

2514 Arena Trail

Midland, TX 79701

Phone: (432) 682-1300

Website: [www.midlandhorseshoe.com](http://www.midlandhorseshoe.com)