

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 schedule 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. All events must be scheduled a minimum of twenty-one (21) days in advance of the day of the event.

For an event to be confirmed, a rental agreement must be signed with the deposit due at the time of signing. The deposit is 50% of the base rental amount before additional fees for equipment, cleaning, extra tables & chairs, etc. The deposit is non-refundable and applied towards the final bill. The final amount is due seven (7) days before the event when the final layout can no longer be altered. Final price will be based on the final layout with final extras included such as added equipment and cleaning or dirt fees. Consideration will be given to emergency situations beyond lessee's control and is ultimately up to the Horseshoe Director.

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. After this time, the Horseshoe may move on to other requests for the same day. If the proposal is accepted after seven days 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 these 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 ten (10) days prior to the event. Lessee is responsible for obtaining event insurance through GatherGuard with the information provided by Horseshoe staff at the time of booking. \$1,000,000 in coverage is approximately \$100.00 and \$2,000,000 in coverage is approximately \$275.00. 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 as additionally insured.

Payment Methods

For venue bookings, the Midland County Horseshoe will only accept check or card payments and will no longer accept cash in the business office for payment of venue rentals, fees, RV spots, etc. Depending on the event, if the event or group is operating a concession stand, cash may still be accepted. If the lessee's event has a cash bar, the bar may accept any type of payment they decide. Event security & EMT's may accept cash and that information will be provided to the lessee at the time of booking the event.

Post-Event Charges

Though we try to have all costs calculated ahead of the event to only require the deposit and final amount before each event, we understand sometimes items are added during the event which may incur an additional charge post-event. Payment for these post-event items is due within 14 days following receipt of the final invoice. Any outstanding balances beyond this time will be sent to collections.

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. Earlier access (such as setting up the day before) depends on operations availability and scheduling. All events, lessees and their attendees must exit the complex by 1:30AM (next day) at the conclusion of the event. Additional load in and load out time may be booked with the fees in the pricing document. Events still on site after 1:30AM will incur an after-hours charge per hour. This may also affect the cost for security if lessee and guests are still on property past 1:30AM.

Event Shipments to the Horseshoe

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

- The Horseshoe and Horseshoe staff are not responsible for items shipped and delivered for lessee's event(s).
- Horseshoe staff will not sign for acceptance of any shipment for items for lessee's event(s). This could result in the shipping company taking the item back with them depending on the shipping companies policies.
- Items delivered to the Horseshoe for lessee's event could be moved to a location that is out of the way in order to continue daily business operations and other in-progress events. These items might not be in a secure location for example, could be into a hallway or somewhere out of the way.
- For these reasons, it is the lessee's responsibility to claim their items as soon as possible after delivery.
- **THE HORSESHOE AND STAFF ARE NOT RESPONSIBLE IN ANY WAY FOR ANY SHIPMENT DELIVERIES 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 a staff person to be with lessee during the event hours or time in which lessee is preparing for the event. Lessee is responsible for clearing table decorations, center pieces and all other items they wish to keep immediately following the conclusion of the event. 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.

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 lessees may require for the event. There are no added fees for using outside vendors for events at the Horseshoe, however, vendors must be selected from the provided approved vendor list. If the lessees' preferred vendor is not on the approved vendor list, please contact the Horseshoe to discuss approvals and additions to our list.

Merchandise Sales

Lessee is free to sell merchandise and memorabilia as they so choose. The Horseshoe does not charge a fee or percentage for lessee merchandise sales. Merchandise and memorabilia must be appropriate for all 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.

Room Set-up Diagram

A set-up diagram will be provided to the lessee from Horseshoe staff. 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. Lessee will be charged based on the final layout and final payment must be completed seven (7) days before the event.

Day of Coordinator

In some cases, the lessee will be required to designate a single point of contact or liaison (day of coordinator) to Horseshoe staff that will be solely responsible for instructing staff on highly specific event needs. This point of contact should be the main point of contact for all hired vendors as well. This person will deal directly with the Horseshoe staff person in charge as designated by the Horseshoe Director or his designee.

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. Smoking is allowed on the Terrace during ticketed events and other less restrictive circumstances. Receptacles are strategically placed for your convenience around the complex.

Security & EMS

Security & EMS are provided by the Midland County Sheriff's Office (MCSO) and local EMS departments at a rate of \$50 per hour per officer with a 3-hour minimum per officer. Lessee shall provide for any security and EMS deemed necessary by the Horseshoe Director during all or part of lessees' rental period. Failure or refusal to provide for adequate security & EMS may require the Horseshoe Director to do so at the lessees' expense. The Horseshoe will contact these departments for scheduling of the event and provide the number of security and EMS required as well as total amounts back to the lessee. In some cases, other arrangements may be made as deemed appropriate by the Horseshoe Director. Lessee is to handle payment directly with the officers immediately upon arrival on-site. Failure to pay could result in arrest.

Any event with alcohol being served requires a minimum of two (2) security officers per TABC requirements. Additional officers may be required based on Horseshoe Management and/or MCSO department and Horseshoe requirements. Officers will arrive 30 minutes before the event and stay 30 minutes after the event at which point all lessees and their guests must exit the complex.

Though the Horseshoe works directly with MCSO and local EMS and fire marshal, the lessee may choose to coordinate event security, EMS and fire with a different law enforcement agency with approval of Horseshoe management. That agency must use peace officers and not a private security company. Examples are MPD, ECSO, OPD, Midland College Police, MISD Police, Odessa College PD, etc.

Any non-MCSO agency must also be given and become familiar with Horseshoe policies and procedures. A list of the officers working at the event must be given to the Horseshoe Business Office at least two (2) days prior to the event. All scheduling and payment for non-Horseshoe arranged security officers, EMS or fire must be handled directly by the lessee and those agencies.

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 be always unobstructed.

- There are no live flames allowed on the Horseshoe property. Electric/battery candles are completely 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 should have no more than ¼ tank of gas. Fuel tanks should be locked or taped, and the negative battery terminal should be removed and secured.
- 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's are accepted for use by 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.

Food and Beverage

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. The lessee will pay the Horseshoe \$150/day for use of the kitchen in the Pavilion and \$25/day for use of each warmer oven. 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. Charges between the lessee and their chosen vendor(s) are their own responsibility and in no way is the Horseshoe to be held responsible for those charges or payments. Per the approved vendor catering contract, each caterer 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 and snacks made by the lessee are allowed to be brought into the complex along with non-alcoholic beverages. 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 offices who brings, distributes, and removes the alcoholic beverages themselves. Please see the alcohol policy below. Water, soda, juice, coffee, tea, etc. are allowed to be brought in by the lessee.

Food trucks are allowed for events at no additional cost if completely operating outside. The fees for use of the kitchen and food warmers will apply if those are used. These fees can be found on the approved caterer contract on the Horseshoe website. Depending on the event and with approval of the Horseshoe Director, food trucks may utilize the terrace, parking lot or front entrance of the Pavilion above street level without blocking stairs, ramps or any other entrance or exit paths.

Concessions

Lessee's 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.

Examples of 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.

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 or anything 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 \$150 fee for use of the concession stand to be used as a concession stand plus added cleaning fees. 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.

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. 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 your 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. 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 shall be confiscated and disposed of by Horseshoe staff and/or event security. Any guests found breaking these policies shall be requested to leave the premises immediately without warning.
5. The Horseshoe and Horseshoe staff cannot store, touch, or pour alcohol brought onto Horseshoe property. Alcohol must always be kept in the vendors' possession until the conclusion of the event and removed immediately by the vendor. Horseshoe staff, event security and event vendors are prohibited from consuming alcohol during any event.
6. 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.
7. Per TABC regulations, events with alcohol will require a minimum of two (2) security officers. MCSO may require additional security based on the total number of attendees. This total number of security required and final total cost per officer will be communicated to the lessee upon confirmation of security with Horseshoe staff. Lessee is responsible for paying event security immediately upon their arrival at the event. It is the lessee's responsibility to communicate any changes from the original number of attendees to event security and Horseshoe staff.
8. 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 lessees' bar, or concluding lessees' event immediately without refund.
9. Lessee's and their guests are not 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, glass is prohibited. Exceptions may be made by the Horseshoe Director on a case-by-case basis.
10. 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/abc-licenses-permits/temporary-event-authorizations/>
 - a. Please be sure to give your 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 James Barela – Horseshoe Booking & Event Manager at jbarela@mcounty.com or Yvette Tyler - Horseshoe Administrative Executive Assistant at ytyler@mcounty.com to obtain this document.
 - c. 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.
 - 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 or Amphitheater.
 - e. Alcohol may not leave the rented area where it is being served for any reason.
 - f. Vendors may only serve one beverage per person per bar visit. There shall be no “deliveries” to other guests or multiple beverages poured for one party.
 - g. Shots are strictly prohibited at all events.
11. 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.
 12. 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.

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.

- The Horseshoe cannot loan offices supplies.
- The Horseshoe cannot furnish extension cords, power strips or tools.
- Foam and double-sided tapes are NOT allowed as decoration adhesive. Gaff tape or clear boxing tapes may be used but not on painted surfaces. Duct tape is not allowed.
- Staples, nails, tacks, or screws are not allowed as a fastener for decorations on any Horseshoe wall or equipment such as tables or chairs.
- Ceiling decorations are permitted by written approval of the Horseshoe Director.
- Vehicles may be driven on the Terrace for loading and unloading of equipment. Delivery vehicles may remain on the Terrace until load out if no emergency exits are blocked. Personal vehicles must be removed after unloading.
- 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 tickets 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% + \$.90/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 setup 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 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 on-site to scan tickets for entrance. Local volunteer groups are utilized for scanning tickets for entrance to events.

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. The Horseshoe does not loan on-site equipment or tools. Horseshoe staff are not to operate 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 3rd party equipment being brought onto Horseshoe property.

- Included in the rental of the Main Arena, Livestock Barn and Outdoor Arena is a Horseshoe staff member to operate Horseshoe/county owned dirt maintenance equipment before, during and after the event. This service is covered by the required daily dirt maintenance fee in those spaces. Lessee is not permitted to operate Horseshoe/county owned equipment.

Contact Information

Midland County Horseshoe

Physical Address:

2514 Arena Trail

Midland, TX 79701

Mailing Address:

P. O. Box 1230

Midland, TX 79702

Phone: (432) 682-1300

Website: www.midlandhorseshoe.com

Latest Update: 11/2/2023