



Midland County Horseshoe Arena, Pavilion & Amphitheater Procedures & Guidelines

Purpose

In an effort to make your experience at the Horseshoe Arena complex as uncomplicated as possible and to assure your event is a resounding success, we have compiled this information to answer your frequently asked questions and to offer a summary of our Procedures & Guidelines.

Booking

Events are booked at the Horseshoe complex based on availability, however, requests may be declined based upon the seasonal, monthly or daily requirements of other events in that same timeframe, which would put an undue or highly restrictive cost on those other events or on Horseshoe operations. The Horseshoe reserves the right to decline any event date requested for any reason.

To secure a date(s), a signed contract must be returned with deposit by the date specified on the Contract and/or Addendum I, and Horseshoe Management then must validate it. The exact amount of deposit varies with specific event needs such as length, cost of services and tenure of the Lessee. The deposit is non-refundable, but consideration will be given to emergency situations beyond Lessee's control.

Insurance

With few exceptions, insurance is required for events held within the Horseshoe Arena complex. Proof of insurance is required 45 days prior to an event. Event insurance can be purchased through our provider. This

information will be provided during the booking process.

You may wish to obtain your own event insurance or provide a certificate from an existing carrier; note however (see sect. 16 of the Lease Agreement/Contract) that outside policies must name Midland County and Horseshoe Hospitality Services as additionally insured. Any exception must be approved by the Facility Manager.

Rental Period

All rental spaces within the Horseshoe Arena complex rent for the day; beginning from 6:00 AM to 12:00 AM. Events serving alcohol may extend to 2:00 AM. All decorating or catering functions (move-in/move-out) must be accomplished during this period of time. Access earlier or later, may result in an additional rental fee. See Facility Manager for specifics.

Event Services

The Horseshoe is a full service venue, accommodating reasonable requirements from the Lessee and his or her patrons and service people. A rental in the Horseshoe complex consists of the rental area, utilities and basic custodial services. All other equipment such as table and chairs are rented separately.

Horseshoe staff will provide a one-time set-up, based on information provided by you and will provide a staff person to be with you during your event hours or time in which you are preparing for the event. You the Lessee are responsible for clearing table decorations, center pieces and all other items you wish to keep, immediately following the conclusion of your event. You are not

required to clean the rental area; that is part of the service the Horseshoe provides. The Horseshoe, however, is not responsible for items left behind.

The Lessee is responsible for the salaries of any additional labor required to service the event. These may include, but not limited to; ticket takers/sellers, ushers, stagehands, sound or light technicians, show office personnel, heavy equipment operators and security. All security must be coordinated through the Horseshoe business office and paid by the Lessee directly to the security officers employed.

Room Set-up Diagrams

A set-up diagram is requested one month prior to an event. Horseshoe staff, based on information given by the Lessee, will produce a diagram to scale. Once a diagram is completed to the Lessee's satisfaction, the Lessee will validate the diagram as accurate. Last minute changes to a validated diagram may result in a 'change' fee, based on the additional cost(s) of the change requested. Last minute changes are not always feasible.

In some cases, the Lessee will be required to designate a single point of contact or liaison, to the Horseshoe operations staff that will be solely responsible for instructing staff on highly specific event needs. This person will deal directly with the Horseshoe staff person in charge as designated by the Facility Manager.

Children

Children attending events must be supervised by a parent or guardian. Children must be contained to the area rented and not allowed to intrude into 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 foot of all doorways. 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

Lessees shall provide for any security deemed necessary by the Facility Manager during all or part of Lessees' lease period. Failure or refusal to provide for adequate security may require the Facility Manager to do so at the Lessees' expense.

Security is provided by Citadel Security and Investigations at a current rate of \$32 per hour, per officer and is paid in cash seven days prior to the start of the event. Licensed Private Security may be utilized when appropriate, with prior approval from Facility Manager. Security requirements are based on number of attendees and other event specific circumstances. For example; dances require more security than church services. The Horseshoe business office will arrange for all security unless other arrangements have been made; requires prior approval by the Facility Manager.

Fire and Safety Regulations

The Facility Manager 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 extinguishers boxes, pull stations, fire lanes and fire department valves must be unobstructed at all times.
- All open flames must be in a protective devise; such as a globe, hurricane or votive-type holder and flames must not extend above the protective devise, nor should decorations extend above the protective devises.
- Table decorations must be flame-proof, if used in conjunction with an open flame; no dried or dead plant material.
- 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 foot of any overhead structures. All pits and cookers must be located on paved surfaces only.

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

Food and Beverage

Concessions, or fast food event sales, are provided by the in-house concessionaire under contract with Midland County. For a catered meal, you, the Lessee, are free to either, hire the caterer of your choice or use the in-house caterer. Below are a few regulations regarding food and beverage.

- A “catered meal” is defined as a meal where food and beverage

is provided during a specified time frame, is a prime element of an event and is paid for at one time by the Lessee or a representative of the Lessee.

- All catered functions will be assessed a catering fee of 10% of the retail value of the meal, as determined by the venue, excluding taxes, **or** a minimum of \$1.50 per person, whichever is greater. This catering fee is considered a “clean up fee” and is the responsibility of the lessee to pay.
- Some items such as wedding cakes and specialty food items may be provided by the Lessee, with prior approval—to avoid added fees. However, **all foodstuffs must meet safety and permit requirements set by the City of Midland** and are also subject to a minimum \$1.50 per person fee, as set by the Facility Manager.
- **“Take-out” and/or Donated food or beverages for consumption or distribution are not allowed within the Horseshoe complex.**
- “Concessions” are defined as food and beverage available during an event and paid for by the individual placing the order. Concessions are the sole responsibility of the Horseshoe’s in-house concessionaire. **No food or beverage may be brought into the facility** unless as a part of a catered meal. Lessees are not permitted to operate their own concessions.
- Exhibitors are not allowed to sell food or beverages in individual portions. Any items sold by exhibitors must be in packages that discourage on-premise consumption. Exhibitors may give out free samples (Midland

Health Department regulations apply.) Samples must be approved in writing by the Facility Manager.

Alcohol

The Horseshoe is a TABC licensed property; all TABC rules apply. Only the Horseshoe's in-house concessionaire is permitted by LAW to provide alcoholic beverage services. No other alcohol may be brought onto the premises at any time. No alcohol served by the concessionaire may leave the premise. It is the Lessees' responsibility to help police their event for outside alcohol. If this becomes a problem, additional security will be ordered at Lessee expense.

- A cash bar may be set-up to serve alcoholic beverages. The Lessee is financially responsible for the first \$250 in sales plus a fee of \$75 per bartender. If a cash bar exceeds the minimum sales of \$250 per event, the \$250 fee is waived.
- A hosted bar can be arranged with a deposit of ½ of the total estimated cost received in advance of the event. A final invoice including, a \$75 per bartender fee, will be presented at the conclusion of the event and payment will be due upon receipt.
- A combination of the above can be prearranged where you—the Lessee—or a benefactor, pays for beverages up to a certain dollar amount. Once that amount is reached, your guests begin paying cash for their drinks.

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 unless prior arrangements have been made with the Facility Manager.

- The Horseshoe cannot loan offices supplies.
- The Horseshoe cannot furnish extension cords, power strips or tools.
- Foam/double-sided tapes are **not allowed** as a decorations adhesive. Gaff tape, duct 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 (i.e. tables/chairs.)
- Helium filled latex balloons may be used as decorations; **Mylar balloons cannot.** Balloons that escape and become lodged on overhead fixtures become the financial responsibility of the Lessee for removal. A lift devise, if rented to remove balloons, will be billed to the Lessee.
- Ceiling decorations are permitted by written approval of the Facility Manager.
- Vehicles may be driven on the Terrace for loading and unloading of equipment. Delivery vehicles may remain on the Terrace until load out as long as no emergency exits are blocked. Personal vehicles must be removed after unloading.
- Candles are allowed only if in protective devises.

Box Office and Ticket Sales:

Lessee shall engage the services of the Horseshoe Arena's in-house ticket service for all events requiring advance ticket sales.

Lessee may sell their own tickets and utilize Box Office facilities on the day of show for events which require no advance sales. In this case, change funds are the responsibility of Lessee. The Horseshoe reserves the right to utilize (20) tickets per event as complimentary tickets to be issued at the discretion of the Facilities Manager. All tickets sold through the in-house ticket service and/or comp tickets will incur a system fee of \$2.00 (added to base ticket price). Additionally, a service fee will be assessed on all advance ticket sales; those distributed to established outlets and/or purchased over the Internet. The service fee is based on the base ticket prices. Lessee/Promoter will be responsible for all credit card transaction fees (4%) and/or losses due to disputes, resulting from ticket purchases. The Horseshoe Box Office shall distribute, collect and reconcile all cash sales. All sales and show expenses will be itemized and settled with Lessee/Promoter by end of show. Outstanding credit card transactions will be settled by check within 5 business days of event.

Premium Parking Lot:

The Horseshoe reserves the right to designate one of its parking lots for this service. This lot will be staffed with a ticket seller who will collect a designated fee for its use. 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 Security provided in the form of personnel and lighting to

begin 30 minute prior to doors opening and lasting until all vehicles have exited the lot (30 minutes after end of event unless directed otherwise.)

- 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.

Staffing: Ticket Takers, Seller, Ushers

The Horseshoe will determine the number, duration and rate of pay for all event staff.

Ticket Sellers will be trained personnel, accustomed to our in-house ticketing service and cash handling procedures. Change, or starting cash, will be provided by the Horseshoe, unless directed otherwise.

Ticket Takers will also be trained personnel who are familiar with Horseshoe guidelines with regard to alcohol, tobacco and re-entry. Ticket Takers will enforce these guidelines with the assistance of event security and/or other Horseshoe personnel. Guests are not allowed to leave the facility and regain access without the purchase of another ticket. Tobacco use is allowed in designated areas only. Alcohol may not be brought into the facility nor can alcohol purchased on site be allowed to exit the facility.

Ushers will be trained personnel whose primary purpose is to direct patrons to their designated seating areas, including handicap patrons and their guests. Ushers may take direction from the Lessee, provided those directions do not conflict with Horseshoe, industry or safety guidelines.

The box office will be open beginning at 10:00 am on day of show. All phone calls will be answered by the box office personnel on duty from this point on or until show staff is dismissed. As a general rule, Show staff will be dismissed three-quarters through the ticketed event, unless directed otherwise.

Wrist-banders:

Prior to well attended ticketed events, TABC certified staff will pre-band or "X" (under 21 or non-drinkers) patrons waiting in line to enter facility. Once inside, those previously marked/banned individuals may pass through check points. All others must present TX Drivers License to be wrist-banded for alcohol purchase, or otherwise, marked with an "X".

The Horseshoe Arena is a Horseshoe Hospitality Services managed facility.

