



Midland County Horseshoe Arena 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 Arena 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 Dooley Management Co. 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 \$25 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 Arena 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, which ever is greater. All cost related to the meal, such as china ware, gratuities, cooking equipment rentals are subject to the caterer fee. 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.
- **All** coffee breaks and/or hospitality areas—of short or extended durations—are provided by the Horseshoe Arena’s in-house concessionaire. Menus & prices may be obtained through the Horseshoe business office.
- **“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 Arena'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 \$25 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 devices.

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 Arena 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 \$1 (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;

\$0 to \$25 = \$1.50 service fee,

\$26 to \$35 = \$2.50 service fee;

\$36 and up = \$3.50 service fee.

If the Lessee/Promoter wishes to utilize different outlets, an additional charge of \$25 per outlet will be incurred.

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 Arena 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.

Current rate of pay is \$10 per hour to be paid by Lessee in cash, at settlement of each performance.

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 on the Terrace, 20 ft. from entry doors. Alcohol may not be brought into the facility nor can alcoholic 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 manned 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-banded 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". Wrist-banders are not a show expense and the Lessee/Promoter will not incur these costs.

**MIDLAND COUNTY MULTIPURPOSE FACILITY
THE HORSESHOE
RATE SCHEDULE
EFFECTIVE OCTOBER 1, 2014**

PAVILION AND AMPHITHEATRE

Performance rate \$2500.00 per show vs. 10% of gross ticket sales to a maximum of \$8500.00 per show. Daily rate for non-performances is \$2500.00 per day, plus equipment as later noted. During the week, Monday-Thursday, and on non-holidays, each area/room within the Pavilion may be rented separately:

Room A - \$500.00 per day plus equipment

Room B - \$500.00 per day plus equipment

Room S - \$1500.00 per day plus equipment

Meeting Rooms A, B, C, and D

Meeting Rooms are available for \$50.00 each per day, when used in conjunction with a rented room or area within the Pavilion.

Kitchen Facilities

The Caterers' Kitchen is available for use by outside caterers at no charge, provided the lessee has agreed to pay the catering fee. The Kitchen will be returned to its original state, clean and in good working order, or the caterer will not be allowed to use any kitchen facilities in the future. *No cooking is allowed on the premises without a qualified representative of the in-house concessionaire being present within the cooking area. Cost for this service by the concessionaire shall be pre-determined but will not exceed \$300.00 per day. Venue must be insured by caterer or lessee on the day of use.*

MAIN ARENA (BUILDING A)

Performance Rate: \$1000.00 per show vs 10% of gross ticket sales to a maximum of \$4000.00 per show.

All Day Rate: \$1000.00 plus equipment, including tables, chairs, horse stalls, and others needed.

Horse stalls are \$15.00 each day or \$40.00 per week by prior arrangement. Horse show may receive an arena discount based upon the total number of stalls rented each day. Stall discounts begin at one hundred (100) stalls per day and provide at \$250.00 daily discount and an additional \$250 for every fifty (50) stalls added thereafter. I.E. at 250 stalls daily, the Main Arena is free of charge.

LIVESTOCK ARENA (BUILDING B)

\$450.00 per day or part of a day, plus equipment.

Horse stalls are \$15.00 each day or \$40.00 per week by prior arrangement.

Shows with fifty (50) or more stalls daily receive the arena at half price and shows with one hundred (100) or more stalls daily receive the arena at no charge per day.

Combined rental with Main Arena is \$250.00 or a total of \$1250.00 per day for both.

Stall discount are applied concurrently.

Extraordinary dirt repair for bedding animals inside building \$300.00 per day.

EDUCATION BUILDING (BUILDING C)

\$1000.00 per day or part of a day. Payment included primary equipment (tables, chairs), room rental and catering fees. Security, insurance, audio-visuals, etc. remain and additional cost.

TERRACE

\$250.00 per day or part of a day, plus equipment. Terrace may be only rented in conjunction with the rental of another area or building within the complex.

MOVE-IN, MOVE-OUT, REHEARSAL POLICY

One free day of move-in is provided within the Pavilion or Amphitheatre with any multi-day show. All other move-in, move-out, and rehearsal is provided at \$500.00 per day or part of the day. This usage is provided *with minimum utilities, which are defined as work lights, HVAC at sustainable levels and minimum staffing.*

EQUIPMENT FEES

Tables (rectangular)	\$2.00 each per set-up
Tables (round)	\$5.00 each per set-up
Chairs	\$1.00 each per set-up
House Audio-Visual System	1500.00 plus operator(s)
Staging	\$25.00 per section, waived with performance rate
Portable Screens	\$20.00 per set-up
Projectors (as available)	\$25.00 per set-up
Drapes	\$25.00 per full booth, \$10.00 per running section
Cattle panels	\$5.00 each except when provided in permanent arena setup
Hog and Sheep panels	\$1.00 each per use
Roping Chute	\$50.00 each per use
Sale Ring	\$250.00 per use
Rodeo equipment	\$250.00 per use
Stalls	\$15.00 each per day or \$40.00 each per week

FEES

Novelty Charge	25% after taxes, 10% for cd/vinyl, 10% for charities
Catering	15% of retail value of meal
Damages	Cost plus twenty percent (20%)
Copies	\$0.20 per page
Fax	\$2.00 first page, \$1.00 each additional page per fax transmission

SERVICES

Lift w/operator	\$35.00 per hour*
Forklift w/operator	\$25.00 per hour
Electrical Distribution Panel	\$75.00 per panel
Lighting System	\$1,000.00
Light or sound tech	\$25.00 per hour, 2 hour minimum call
Stagehand/spot operator	\$25.00/\$35.00 per hour
RV hook-ups	\$25.00 per night
Security	\$25.00/\$35.00 per hour as required by Horseshoe Contract

**IATSE stagehand with current cards may operate equipment. No rate discount.*

LOT CLEAN-UP FEE

On one-day horse shows only, a \$5.00 charge per unstalled horse is assessed to help defray excess clean-up costs.

CONTACT INFORMATION

Please send all correspondence to:
Midland Horseshoe Arena
mail) P.O. Box 1660 Midland, TX 79702
physical) 2514 Arena Trail
Midland, TX 79701
432/682-1300 - Office
432/682-1303 - Fax
866/471-7463 - Toll-Free
www.midlandhorseshoe.com
Please make checks payable to: **Midland County**

The Horseshoe Arena is a Dooley Management Company Facility.



Printed 9-2015, Midland County Horseshoe reserves the right to revise or edit these procedures or guidelines at any time without notice.

A signed contract denotes agreement with all provisions within this document.

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