

## MIDLAND COUNTY HORSESHOE POLICIES

**Any violation of the following policies by the renter, its vendors, attendees, or the public during the renter's event, could result in a penalty of up to \$100 per occurrence for the renter, vendor(s), or both for failing to follow Midland County Horseshoe policies.**

### **Mission**

Our mission is to drive economic growth and pride in Midland County through a versatile and inclusive space that supports local businesses and public participation.

### **Booking**

Events are booked at Horseshoe on a first-come, first-served basis and all events are scheduled based on availability. Bookings could be declined based on the requirements of other events in the same time period that would conflict with already booked events and Horseshoe operations. The Horseshoe reserves the right to refuse any event on any date and for any reason. These will be considered emergency situations beyond the renter's control and ultimately depend on the Horseshoe Director.

In order for an event to be confirmed, the following payment schedule must be met and followed.

1. **A refundable deposit must be paid at the time of the execution of the contract.** This is to cover any additional fees incurred in connection with the event, such as excessive cleaning charges, additional tables and chairs, power boxes, pipes and curtains, damage, policy violations, etc. A final invoice will be sent to the renter shortly after the event detailing any additional charges. This is a refundable deposit minus any additional charges in connection with the event. The refunded deposit or the full amount after any additional fees incurred in connection with the event, will be mailed to the renter as a check after the next possible Commissioners Court meeting date. **Please understand that the Horseshoe Business Office has no control over when the refundable deposit is sent, as this process is done through the County Auditor's office.**
  - o In the event that the refundable deposit does not cover all additional expenses incurred in connection with the event, the remainder of the final total will be payable immediately upon receipt of the final invoice. Failure to pay the remaining post-event bill charges beyond **fourteen (14) business days** after receipt of the final bill will result in the remaining amount being sent to the County Attorney, County Auditor, and/or collections.
2. **The event deposit or 50% of the event proposal is due at the time of contract signing.**
3. **The remaining balance of the event proposal is due fourteen (14) business days prior to the event.** This is non-refundable and applies to the cost of rent.

### **Acceptance of proposals**

An event proposal sent to a renter from the Horseshoe Business Office is **valid for seven (7) days from the day it is submitted, including weekends and holidays.** After this time, the Horseshoe can move on to other same-day requests. 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 are canceled within the event timelines below are subject to applicable cancellation fees:

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

## **Insurance**

Insurance is required for all events held at the Horseshoe resort. Proof of insurance is required a minimum of seven (7) days prior to the move-in date or event date, whichever comes first, and you must have coverage until the end of the move-in. If the event lasts beyond midnight (12:00 a.m.) the next day, insurance must also cover the next day. The renter is responsible for obtaining event insurance through GatherGuard with the information provided by Horseshoe staff at the time of booking. If the renter has their own private insurance covering events and venues, they must provide documentation of such coverage by naming Midland County **AND** Midland Horseshoe County with their respective addresses as additionally insured.

## **Damages**

Any damage caused by the event, the renter, guests, attendees, the public, pets, etc. to the rented space, facilities, parking lots, or any place on the property and directly related to the renter's event, are the sole responsibility of the renter. The cost of any damage is a +25% cost. This is due immediately upon receipt of the final invoice and will be paid with the refundable deposit unless more is due, in which case, payment is due immediately upon receipt of the final invoice.

## **Payment methods**

For venue reservations, Midland County Horseshoe will only accept checks or money orders (payable to Midland County Horseshoe), electronic checks (ACH), or card payments and will no longer accept cash at 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 less than \$2.00) will be applied to each card transaction. There is a \$2.00 fee for electronic check (ACH) payments.

## **Rental Period**

All rental spaces at the Horseshoe resort are rented by the day. **The day is considered as the hours of 6:00 AM – 12:00 AM (Midnight). All removals must be made during this time.** Additional check-in and check-out time can be booked with the fares in the pricing document. The renter must have insurance coverage all the time from the time the renter and their materials and/or suppliers arrive at the site until the full load is completed, including the next day if it passes midnight (12:00 a.m.). All events, tenants and their attendees must leave the complex by 1:00 a.m. (next day) at the end of the event. **Events that are still on-site after 1:00 a.m. will incur an after-hours charge per hour. This can also affect the cost of security if the renter and their guests or the public are still on the property after 1:00 a.m.**

## **Moving and moving**

Unless a move-in day or guaranteed move-in is purchased in advance, all move-ins, installations, strikes, and move-ins must occur during the renter's leased period on the day of the event. Nothing can be brought to the site before or left on site after the event without a purchased move-in window. Renter event insurance must also cover check-in and check-out periods if purchased. There is no free early move-in, even if space is available earlier without the purchase of a move-in time period. If the renter wishes to move out immediately after the event, everyone and everything must be checked out by 1:00 a.m. after the event. Nothing can be left in the place. Check the prices for moving in and moving in the price list. For multi-day events, there will only be one (1) charge per move-in day and all subsequent days will be charged the regular daily rental rate. If the renter wishes to have a move-in day after the event, the price and check-out deadline will apply for the day following the event.

## **Event Submissions to the Horseshoe and Storage**

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

- The shipment must be of a reasonable size and quantity. This is at the discretion of the Horseshoe Director and/or his/her designee(s).
- Shipment may arrive no more than three (3) days prior to the event with the approval of the Horseshoe Director.
- Any outbound shipping and pickup must be made on or before the last day of the rental. Items may not remain on site after the rental period.
- Horseshoe and Horseshoe staff are not responsible for items shipped and delivered for renter events.
- Horseshoe staff will not sign acceptance of any shipments for renter events.

- Items delivered to Horseshoe for the renter's event could be moved to a location that is out of the way of daily operations and other ongoing events. There is no guarantee of location or your safety.
- **LA HERRADURA AND STAFF ARE NOT RESPONSIBLE IN ANY WAY FOR ANY SHIPMENT FOR A RENTER EVENT.**

### **Event Services**

The Horseshoe is a venue rental facility that can accommodate certain requirements of the renter, their attendants and suppliers. A rental at the Horseshoe resort 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 unique setup based on the information provided by the renter. **The final design is required fourteen (14) days prior to the event and cannot be changed.** The Horseshoe will provide staff to be with the renter during the hours of the event or the time the renter is preparing for the event. The renter is responsible for cleaning table decorations, centerpieces, and all other items they wish to keep immediately after the conclusion of the event. The renter is not required to clean the rental area, as that is part of the service that Horseshoe provides with the required cleaning fee. The Horseshoe is not responsible for items left behind.

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

### **Sale of merchandise**

The renter is free to sell merchandise and souvenirs as they wish. The Horseshoe does not charge a fee or percentage for the lessee's merchandise sales. Merchandise and memorabilia should be appropriate for everyone in the audience. The Horseshoe reserves the right to deny anything not to be displayed or sold with the final decision coming from the Director of Horseshoe or his/her designee(s).

### **Room Setup Diagram**

A configuration diagram will be provided to the renter by Horseshoe staff. The renter must initial the diagram for approval or make the requested changes and return it to Horseshoe staff within fourteen (14) days of receipt of the diagram. An approved final design must be received seven (7) days prior to the event and no changes can be made after that time. Renter will be charged based on the final design and final payment must be completed seven (7) days prior to the event.

### **Children**

Children attending events should always be supervised by a parent or guardian. Children must be contained in the rented area and available in accompanying areas, such as concessions, restrooms, etc. Children should not enter non-rented areas or other events taking place simultaneously within the complex.

### **Pets/Animals**

Service animals are always allowed at Midland County Horseshoe. All pets/animals must be on a leash or harness while on the property, except for one animal or pet involved in an event. This includes, but is not limited to, dog shows/training, equestrian, extension/4H/livestock shows, etc. Owners should immediately clean up their pet/animal waste and properly dispose of all waste. The Amphitheater is NOT a dog walking park.

### **Tobacco Consumption Policy**

Per Midland County policy, all tobacco use is prohibited inside any building in the complex and within 20 feet of all doors, exits, and entrances. Strictly there is no use of tobacco, vaping, or e-cigarettes inside any building on the Horseshoe

property. Smoking is allowed outside in designated areas. Receptacles are strategically placed for your convenience around the complex.

### **Safety and EMS**

The sole purpose of event security by any approved agency and/or business is the safety of the Horseshoe venue, Horseshoe staff, renter, guests, and the public. The Horseshoe will provide a list of approved agencies and security companies to the renter at the time of booking the event. The renter can only select one agency or company from the approved list of values. Any required security/EMS must arrive 30 minutes prior to the event and remain until all tenants and their guests and/or the public leave the complex. The following requirements are the minimums required by Midland County Horseshoe. The chosen agency and/or company may choose to require stricter minimums than the following that the renter must follow. In addition, Horseshoe will provide the renter with a list of required safety responsibilities that the renter must have performed their contracted security.

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

- Any non-alcoholic, non-gun event with more than 250 attendees, including the renter, their team, vendors, attendees, and/or the public.
- Any event with alcohol requires a minimum of two peace officers for the first 200 attendees with additional officers as required by the security agency and approval from the Horseshoe Director.

Events exempt from security requirements:

- Any non-alcoholic or gun-free event with less than 249 attendees combined between the renter, their team, vendors, attendees, and/or the public.
- Any event with, for, or including emergency services that are already present.
- An event sanctioned by Midland County, 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 Law Enforcement Commission.

**Guard** – A person trained and licensed through the Texas Department of Public Safety as a Level II security guard.

Additional Safety Information:

- All tenants, vendors, attendants, etc. are subject to registration.
- All bags, boxes, coolers, containers, etc. are subject to registration.
- The lights in the event space cannot be completely turned off during any event, however, they can be dimmed.
- There is no re-entry to the premises if an attendant or tenant leaves after 10:00 p.m.
- 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 internal corporate security if deemed appropriate by the Horseshoe Director. The renter shall provide any collateral and EMS that the Horseshoe Director or his/her designee deems necessary for all or part of the renter's rental period. Failure or refusal to provide required security and EMS will require Horseshoe to do so from the previously approved list at the renter's expense. The renter is responsible for hiring the chosen security agency/company and paying the officers/guards as directed by the chosen company and/or agency. The renter must provide confirmation of contracted security and the number of officers/guards to the Horseshoe a minimum of seven (7) days prior to the event.

All bags, boxes, coolers, containers, etc. are subject to registration at any time.

### **Fire and safety standards**

The Horseshoe Director and Midland County Fire Chief are the final say on all matters related to fire and safety within the Horseshoe complex. They (or their agents) will be allowed full access to all areas of the resort during the events. Below are some general guidelines:

- All exits and walkways leading to exits must be clear at all times and must maintain minimal clearances.

- All fire extinguisher boxes, pull stations, electrical panels, fire rails, and fire department valves should always be clear.
- No live flames are allowed on Horseshoe property. Electric/battery candles are accepted.
- Table decorations should be fireproof if used in conjunction with an open flame. Dried or dead plant materials are prohibited.
- Any motor vehicle on display in any building must have no more than 1/4 tank of gas. Fuel tanks must be blocked or taped together, and the negative terminal of the battery must be removed and secured. All vehicles on display in any building or area other than a parking lot must also have plastic or a drop cloth covering the entire area under the vehicle to catch drips and leaks.
- No grills or open flames are permitted within ten (10) feet of any aerial structure. All wells and kitchens should be located on paved surfaces only.
- Sterno heaters are accepted for use by approved caterers.

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

### **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 Herradura Business Office. Ice machines within the Pavilion kitchen and throughout the Horseshoe complex are available for use at all events with access from Horseshoe staff during the event.

### **Temporary structures (tents)**

The renter is allowed to have their own temporary structure similar to a tent. Betting is not allowed in ANY permitted areas. The structure must be professionally installed and removed by an approved horseshoe supplier and insured within the contracted rental time. Additional check-in and check-out timeframes are available for purchase if required.

### **Food and beverages**

The renter will receive a list of approved vendors for the needs of the event, such as catering and TABC-licensed alcohol vendors. No food service fee will be charged to the vendor or lessee. There is an additional fee for the renter for the use of the Pavilion kitchen, food heaters/coolers, food stalls, etc. The Pavilion kitchen and food warmers/refrigerators should only be used by Horseshoe approved vendors. Any payments between the renter and its suppliers are strictly between them and are not the responsibility of Horseshoe. All items must meet safety requirements and permits set forth by the City of Midland. Under the approved vendor's catering agreement, each approved vendor is responsible for ensuring that the kitchen returns to a clean state upon completion of the kitchen's use. The Horseshoe staff would greatly appreciate the help of the renter and their assistants in disposing of all used food materials such as plates, napkins, utensils, serving plates, etc.

Prepared foods and non-alcoholic beverages for sale may only be prepared on-site in a permitted kitchen or concession stand. This includes popcorn (following electrical and fire safety policies), cotton candy, etc. Alcoholic beverages are not permitted on Horseshoe property unless previously agreed upon through an approved TABC certified vendor with a temporary permit provided to the Horseshoe office that brings, distributes, and picks up the alcoholic beverages themselves. See alcohol policy below.

For events that cook on-site NOT at permitted food or cooking booths, the following 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 before the event or vendor arrives at the site, whichever comes first. The Health Department and Fire Department will have to conduct inspections of these vendors and their booths on-site before they can cook/serve.
  - o Health Department – Monica (Inspector) – (432) 681-7621

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- Fire Department - Justin Rhoads - (432) 685-7333
- Each individual provider 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 Horseshoe.
- The list of requirements that each provider must meet with the City of Midland Health Department and Fire Department is available on the Horseshoe website or through the Horseshoe Business Office.

### **Food Trucks**

Food trucks are permitted for events at no additional cost and must operate entirely outdoors. Only approved vendors are allowed to use the Pavilion kitchen for cooking and preparing. Food and beverages from food trucks can be brought inside the facility for consumption. Depending on the event and with the approval of the Horseshoe Director, food trucks may use the parking lot or curb of the fire lane closest to the handicapped parking lot in the central parking lot with service windows facing the parking lot. Parking and food truck locations are based on Horseshoe approval Director and/or his/her designee(s). The renter and/or food truck operator must register with Horseshoe staff for final placement approval prior to commencing operation. Food trucks may not park under overhangs, trees, or within ten (10) feet of any structure. Food trucks must operate on their own power, water, etc. and with their own equipment and cannot connect to any facilities, utilities, 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 located in the hallway of the front lobby of the Pavilion and in the north hall of the Main Arena/Education Hall hallway. The Horseshoe is not responsible for filling or maintaining vending machines if they are out of stock or out of service. The Horseshoe cannot be held responsible for any financial complications with the machines, such as unreturned money, undispensed items, incorrect change, etc. Any damage to the machines from an event will incur a cost to the renter following the horseshoe damage policy of cost + 25%. Do not hit, swing, tilt, or manipulate the machines in any way outside of their normal operation and intended use.

### **Concessions**

Renters can rent the concession stand for use during their event and retain 100% of the profits. A concession stand use agreement must be completed and submitted to the Horseshoe Business Office a minimum of seven (7) days prior to the event with completion of final payment. All of the rules and policies below apply when operating the concession stand, in addition to the Department of Health rules that are attached to the agreement. If the lessee wishes to have concessions available but is unable to operate themselves, Horseshoe may contact local groups and organizations to operate the booth for their own benefit during the event. The Horseshoe does not guarantee that this option will be available for all event requests. All food and beverages sold at concession stands must be pre-packaged and/or prepared on-site after purchasing from an approved source such as Sams Club, Walmart, etc. Nothing can be prepared off-site and brought in to sell.

Concession-type food and beverages may not be sold for sale outside of concession stands, such as at a table in a hallway or anywhere else within the facility, as only concession stands are the areas permitted for the sale of food and beverages by the City of Midland Health Department. Sample/free food and beverages 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 pre-packaged soup mixes, sauces/condiments, nuts, popcorn, etc.

***[Examples on next page]***

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

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

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

Prepared food: Hamburgers, hot dogs, nachos, etc. (see rules with agreement)

**Alcoholic beverages are NOT permitted unless sold or distributed by a TABC licensed alcohol supplier approved by the renter with the proper permits following all alcohol policies below.**

The renter must provide all contact information to the Horseshoe business office to properly document which individual/group/organization is operating the food stand in the event of an illness occurring so that the Health Department can trace where any potential illness originated. The Horseshoe is not responsible in any way for vendor items to be distributed from the concession stand. There is a fee for the use of the concession stand to be used as a concession stand plus additional cleaning fees. The renter and/or vendor is responsible for ensuring that the concession stand returns to its clean, rentable state prior to leaving the event.

### **Alcohol**

The Horseshoe is **NOT** licensed by the Texas Alcoholic Beverage Commission (TABC). Because of this, the following venue policies apply. **Any renter and/or vendor who violates any of the following alcohol policies will incur a \$250 fine per violation. This will be taken from the renter's deposit, the supplier's deposit, or both. If an event was booked before the deposit was made, the renter will incur these penalties at the conclusion of the event.**

1. Providers who provide alcohol service must be on the list of approved providers by Horseshoe and must always use TABC certified servers and comply with all TABC rules, laws, regulations, and policies, in addition to these alcohol policies at Horseshoe venues.
2. The renter is not allowed to bring their own alcohol into the Horseshoe complex. Alcohol must be provided by an approved supplier from Horseshoe's list of approved suppliers. If the renter's preferred provider is not on the list of approved providers, please contact Horseshoe.
3. If a non-profit obtains all required TABC permits for their event, alcohol may be brought to the venue for the event duly permitted by TABC.
4. The renter and their assistants will not be able to take drinks in vehicles or in 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 renter or their guests who violate these policies may be removed from the premises immediately without notice and the renter will incur a fine.
5. Gifts That Include Alcohol: If a renter's guest/attendant brings a gift in which all or part of it is related/involved with alcohol, the gift must be left in a vehicle or immediately taken to a vehicle and secured unopened upon discovery that it has alcohol.
6. Horseshoe and Horseshoe staff are not allowed to touch or serve alcohol brought onto Horseshoe property by an approved TABC provider. Alcohol can only be stored on-site starting the day before an event. Storage can be in a refrigerator or freezer, in the dry cage of the Pavilion kitchen, or in a Conex container in the north parking lot. The storage fee will be applied per day per space(s) used and will be charged to the renter. In order for the alcohol to remain on site outside of event hours, it must be in the seller's possession by always having someone TABC certified on site with it or it can be stored in one of the aforementioned locations with the seller's chain/lock combination. The Horseshoe and its staff are not responsible for monitoring and/or securing alcohol nor are Horseshoe or its staff responsible for lost, stolen, or vandalized inventory at any time while on site. Alcohol should always be kept in the sellers' possession until the conclusion of the event and the seller should remove it immediately.
7. Horseshoe staff, event security, and event vendors are prohibited from consuming alcohol during any event.
8. For events with high-attendance tickets, attendees will have an acceptable TABC ID verified by certified TABC staff for wristband (21+) or "X" attendees (under 21 years of age or non-drinkers).
9. The Horseshoe will provide the renter with the required event security number and where security is required at the time of booking the event. It is the renter's responsibility to schedule and pay for the security of their event from the approved event safety list of agencies and companies. If event security is required, proof of event security hire must be delivered to La Herradura at least seven (7) days prior to the event. It is the renter's

responsibility to communicate any changes from the original number of attendees to event security and Horseshoe staff.

10. The renter is responsible for the behavior and actions of their attendees at the event. Event security, Horseshoe staff, and TABC certified alcohol vendors reserve the right to refuse the sale of alcohol to anyone at any time and for any reason. Any disruptive behavior during an event could result in disruptive attendees being terminated, tenants closing the bar, or renters concluding the event immediately without refund.
11. Tenants, vendors, guests, attendees, and the public are not allowed to use glass cups during your event. This includes glass beer bottles, wine bottles, wine glasses, mugs, etc. Alcohol vendors may use glass behind the bar, but they are not allowed to serve tenants or their guests in glass containers. Guests can be served in plastic or aluminum containers and cups. The Horseshoe Director may make exceptions on a case-by-case basis.
12. The correct TABC permit must be provided to the Horseshoe business office three (3) days before alcohol can be served at the event. Information on permissions can be found at: [https://www.tabc.texas.gov/services/tabc License Permits / Temporary Event Authorizations /](https://www.tabc.texas.gov/services/tabc-license-permits-temporary-event-authorizations/)
  - a. Be sure to give your approved provider plenty of time to get a temporary permit, as it can take time. To avoid a TABC expediting fee, a temporary permit application must be requested ten (10) or more business days prior to the event. This is the responsibility of the renter and their provider, as well as any costs associated with obtaining the temporary permit.
  - b. TABC will require a letter of approval and an event design map confirming that Horseshoe approves the seller to sell alcohol on Horseshoe property. The vendor must email Natalie Cooper, Horseshoe Event Coordinator, at [ncooper@mcounty.com](mailto:ncooper@mcounty.com) to obtain this document.
  - c. The renter is responsible for making sure that their alcohol vendor obtains and provides the correct temporary permit for their event. The cost of the permit is between the tenant and their provider. La Herradura requires proof that the permit has been obtained to confirm that it is valid and approved.
  - d. Each permit must list the exact location within the Horseshoe resort where the event with the bar will be from. Alcohol may not leave the rented area where it is served.
    - i For example: Midland County Horseshoe – Main Arena, Cattle Arena, Education Building, Terrace, Meeting Room A, B, C, or D, Hall A Pavilion, Hall B Pavilion, Hall S Pavilion, Amphitheater, Backstage Building, Food Stalls, etc.
  - e. If the TABC-approved vendor is storing alcohol in a storage area in Horseshoe the day before the event, the TABC event permit must cover the total amount of time the alcohol will be on-site from delivery to pickup immediately following the event.
13. Vendors can only serve one drink per person per visit to the bar.
14. There will be no "deliveries" to other guests, except in the following situations or multiple drinks served for a party on each visit to the bar. 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 to general admission-style areas following these requirements:
  - One liquor drink of 12 oz or less per person at each table AND/OR
  - One 750ml or smaller bottle of wine per table with glasses AND/OR
  - A bucket of eight (8) or fewer 12 oz plastic beer bottles/cans per table.
15. **Vaccinations are strictly prohibited at all events.** The drink should include ice and a blender, but it can be presented as "with ice." The only spirits allowed as "on the rocks" are whiskey, bourbon, or Scotch whiskey.
16. The last call for the sale of alcohol will be thirty (30) minutes prior to the conclusion of the event, regardless of what time it is scheduled to end.
17. Non-alcoholic beverages such as water, coffee, tea, soft drinks, juices, etc. can be provided by the renter and brought to the venue for your event at your leisure. The Horseshoe does not supply these products.

### **Parking Lot Rental**

West unpaved parking can be rented if available, depending on other events occurring at the same time and depending on the operational needs of the Horseshoe. Stakes may be used on the soil 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 renter requires a POS system, it is their responsibility to bring the necessary equipment, staff, and cash/change drawers.

### **ATMs**

Renter is unable to bring their own ATMs due to Horseshoe's agreement with the current ATM provider. ATMs are located throughout the property.

### **Decoration**

The decoration is the sole responsibility of the renter. The renter must bring all the necessary supplies to perform this task. Decorations must be removed at the end of the event. Any excessive cleaning, including but not limited to glitter/glitter confetti, ribbon residue, etc., will incur an excessive cleaning charge.

- The Horseshoe cannot lend office supplies or print or make copies for the tenants' event.
- La Herradura cannot provide extension cords, power strips, or tools.
- No glitter mylar/glitter confetti is allowed on the horseshoe. Paper confetti is allowed during events.
- Foam, double-sided tapes, and adhesive tape are NOT allowed as a decorative adhesive. Tape, painter's tape, or clear boxing tape can be used, but not on painted surfaces.
- Staples, nails, tacks, or screws are not allowed as fasteners for decorations on any horseshoe wall or equipment such as tables or chairs.
- Only electric candles are allowed on the Horseshoe property.

### **Box office and ticket sales**

The Horseshoe uses Ludus as an internal ticketing platform. All Horseshoe events using in-house tickets must use a general admission-style event, as there are no reserved seating options at Horseshoe. For events that require the purchase of tickets for any amount, the fee for using the Horseshoe ticketing platform is 10% of gross sales up to a maximum of \$5,000 (not including venue costs) plus a \$2 ticket installation fee per ticket. For events with complimentary or \$0 tickets, there is a one-time ticket platform usage fee of \$200 to set up and manage the event in-house plus a \$2 setup fee per ticket. Any credit card fees charged by Ludus during checkout are transferred to the customer at the time of purchase. Usually this is 5% + \$0.80/ticket or item. Final payment for tickets will be completed within ten (10) business days of the event.

If it is a corporate event with complimentary tickets or special prices, the event can be set up with private access to the tickets via a password/access code. Contact Horseshoe for more information. A link and/or QR code will be provided to the renter to promote ticket sales for the event. All tickets are digital only, but can be printed by the person if they wish to have them on hand. The Horseshoe does not print tickets for any events. Scanning devices are used on-site to scan tickets for entry. Local volunteer groups are used to scan tickets to enter events.

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

### **Internet Use**

If the event requires the use of dedicated internet where physical Ethernet lines are required, this need must be communicated to Horseshoe at least two (2) weeks prior to 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 the use of dedicated internet and/or non-public Wi-Fi (password protected). If using password-protected Wi-Fi, Horseshoe office staff must enter the password on the renter's devices. These rates can be found in the price list. The Horseshoe has free public Wi-Fi, however, if this is not enough and a dedicated line is required, the above steps should be followed along with the costs associated with using the internet.

The Horseshoe does not guarantee full Wi-Fi and/or ethernet operation due to the possibility of interruptions beyond our control, such as weather, system updates, acts of God, etc. It's best to plan to have a source with you to rely on connectivity, such as an access point, because of these possibilities.

### **Premium Parking**

The Horseshoe reserves the right to designate one of its parking lots for Premium valet parking. This lot will feature a group staff member who will use the venue for the event. This additional service includes:

- Special entrance to the building (to be determined based on other ongoing events and general public admission to the ticketed event).
- Special departure after the ticketed event.
- This service will be determined by advance ticket sales and the nature of the ticketed event. ***Not all ticketed events can justify this service.***

### **Over-hiring of event staff**

The renter is responsible for hiring their own overbooking staff for any assistance needed during the event. This includes, but is not limited to, stagehands, spotlight operators, equipment operators, etc. These suppliers must be paid directly by the tenant under the terms agreed with those suppliers individually. The Horseshoe is not involved in contracting, scheduling, planning, or paying with other event vendors.

### **Team**

The renter is responsible for hiring and/or renting their own equipment, such as forklifts, scissor lifts, front loaders, pallet jacks, etc. If staff and operational availability allow, Horseshoe personnel may operate Horseshoe-owned equipment to perform the tasks required for the move, event, and move-in at the rate listed in the price list. This is not always possible and cannot be guaranteed. The Horseshoe does not lend equipment or tools on site and the lessee and/or its suppliers are not allowed to operate Horseshoe equipment. Horseshoe personnel must not operate equipment rented by third-party tenants. Be sure to plan ahead if any of these types of services are required for the event. The Horseshoe is not involved in contracting, scheduling, planning, or paying with other equipment suppliers. The selected equipment rental company must provide documentation of insurance coverages that list Midland County and Midland County Horseshoe as additional insureds. Insurance documentation must be provided to Horseshoe staff seven (7) days prior to third-party equipment being brought onto Horseshoe property.

### **Facility Traffic and Parking Patterns**

There must be no blocking of parking lots, roadways, or any other equipment or personnel that inhibits traffic 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 roads on Horseshoe property must remain fully open unless otherwise discussed and approved.

All vehicles on the property, whether invitees, vendors, participants, etc., must be parked in designated parking spots. The Horseshoe enforces towing through Action Wrecker Service, Inc. for any vehicle that is 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 of the education room is acceptable if the vehicle and trailers, equipment, etc. are moved to a designated parking space immediately. There is no loading/unloading in the Arena Trail fire lane in front of the buildings. RV spaces are for RV parking only. There are designated spaces for truck/trailer parking and individual spaces for individual vehicles. Vehicles are towed at the owner's expense and towing signs, and information is posted throughout the property.

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