Subject: Booking Policies & Procedures

Effective Period: Until Superseded

Review Schedule: Annually Date: February 2023

For this policy, a Promoter and an Event Organizer are one and the same.

Article I

Event Date Hold

- 1. Events may be granted a hold on The Ranch's Events Calendar based on a Promotors indication that they want to book the date.
- 2. Within 30 days of requesting the hold, the Promotor must confirm details and request a contract to secure the event date(s).
- 3. If a signed contract and deposit are not received, other Promoters can request an event on hold for the same dates.
- 4. If another Promoter requests the date or 30 days of the hold for the initial Promoter has expired, the initial Promoter will be contacted by The Ranch via email, and they will have 48 hours to respond via email requesting a contract or to provide the signed contract and immediately paying the deposit due. If deposits are not received within 48 hours, the date on hold will be released.
- 5. Promoters are not guaranteed the first right of refusal or dates and/or facilities.

Article II

Use Restrictions

- 1. The Director of The Ranch has the right to refuse event bookings based on their sole opinion that the event may cause undue or unusual damage or wear to the facilities or if the event is deemed an inappropriate use of The Ranch facilities based on a variety of reasons, to include, but not limited to scheduling conflicts, event type or saturation, and compliance with The Ranch mission and Larimer County policies.
- 2. The Ranch has the authorization to change or alter fees and booking classifications, and all bookings are at the discretion of the Director of The Ranch.
- 3. Full payment must be received for all previous events held at The Ranch, and deposits for all upcoming events to be held at The Ranch, before a future date may be contracted. This provision extends to Promoters, Show Managers, and others connected to event management and/or production.
- 4. The Ranch does not contract an event within an unreasonable amount of time of another similar event.

Article III

Policies:

- 1. Deposits: The Ranch requires a deposit of 50% of the contracted facility rental amount. The Deposit is due with the signed agreement and will be applied to the final invoice.
 - a. This percentage does not apply to campus-wide events, and the Director of The Ranch will determine the deposit amount for campus-wide events.
- 2. Scheduling/Cancellation: The facility rental agreement shall be signed and returned with any required deposits within 30 days of execution, or the Promoter will forfeit their event dates. Either party may terminate this agreement upon giving 180 days written notice. If terminated less than 180 days from the event, the Promoter agrees to pay The Ranch 50% of scheduled facility rental fees. If terminated less than 90 days from the event, the Promoter agrees to pay The Ranch 100% of the scheduled facility rental fee. If the Promoter re-schedules a canceled event, fees paid from the canceled event may be applied to the re-scheduled event at the sole discretion of the Director of The Ranch.
- 3. Food & Beverage: OVG Hospitality provides all food and beverage to be distributed, sold, or otherwise dispensed at The Ranch. The Ranch and OVG Hospitality will perform all concessions, catering, and alcohol sales at the facility. Food trucks and similar vendors may serve the event and must be secured through OVG Hospitality. No outside food/beverage or alcohol is permitted.
- 4. Alcohol: No outside alcohol may be brought on The Ranch campus. The Promoter acknowledges and understands that the facilities are considered a licensed premise for dispensing and selling alcoholic beverages under those policies and procedures set forth by the Colorado Department of Revenue. The Promoter agrees to assist in all reasonable measures to communicate the facility's policies and procedures to its patrons, contractors, agents, employees, and applicable stakeholders.
- 5. Insurance: The Promoter, at its sole expense, must provide general liability insurance covering all its activities and the activities of its agents, subcontractors, and invitees. Larimer County c/o The Ranch Events Complex shall be named as additional insured. The Promoter shall provide to The Ranch a certificate of insurance evidencing that adequate insurance has been provided per the facility rental agreement contract not later than 60 days before the commencement of the Promoter's use of the facility.
- 6. Special Event License & Sales Tax for Vendors: All commercial vendors are responsible for holding a single event sales tax license and return form from the City of Loveland. For the State of Colorado and Larimer County, vendors must have a Colorado State Sales Tax License. If the Promoter has a Colorado State Sales Tax License, please verify that Larimer County is written on it.
 - a. Questions may be answered by contacting the City of Loveland Sales Tax Division at (970) 962-2708 or Larimer County Sales Tax Division at (970) 498-5930.

- 7. McKee, 4-H, Youth & Community Buildings: Promoters scheduling a self-sufficient event for an organization recognized by Larimer County as a non-profit organization must submit an online rental request form at tinyurl.com/TRmckee
 - a. The Ranch will contact the Promoter once the application is received and the date/space availability is reviewed. Self-sufficient events require no staff or additional equipment from The Ranch.
- 8. Community/Nonprofit Events: A signed contract, insurance requirements, and payments to The Ranch must be provided by the non-profit entity to qualify as a Non-Profit event. Non-profit status must be current and registered through the State of Colorado, classified as a 501-C3 or 501-C6.
- 9. Non-Exclusivity Use: The Ranch is a multi-purpose event complex. Therefore, multiple events are contracted and co-occur throughout the year. It must be expected that other events will be held on The Ranch campus during any event. All parking lots, including ADA-assigned lots, are used first-come-first-served.
- 10. Indoor Arena Stall Requirements: Promoters hosting events in the Indoor Arena must agree to a minimum stalling quantity of nights during the event. If the minimum stall amount is not met, the organization must pay the stalling fees to meet the minimum stalling nights. Stalling requirements are listed in the Event Organizer Information Guide included with the facility rental agreement contract.
- 11. Ticket Fees: All Tickets sold to the event will be charged \$1/per ticket sold at \$6 and up and \$.50 per ticket sold at \$5.99 and under. Proof of ticket sales must be provided to The Ranch before a payment is made to The Ranch.

Approved and adopted by:

Low Courth

The Ranch Director, on February 28, 2023.