

## **Kentucky Horse Park**

## **Event Policies**

As of March 12, 2024



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#### **CATERING AND CONCESSIONS POLICY**

#### Catering and Concessions

Event Organizer is responsible for providing its own concession, catering, and/or alcohol sales ("Food and Beverage Provider(s)") to the public and the attendees of Event from the move-in date through the move-out date. Organizer has the right to select the Food and Beverage Provider(s), which shall be approved by the Executive Director of the Kentucky Horse Park or his/her designee. Such approval shall not be unreasonably delayed. Park reserves the right to reject any Food and Beverage Provider(s).

Organizer's Food and Beverage Provider(s) must be identified to the Park thirty (30) days prior to the move-in date, along with any and all points of sale or service for alcohol. Organizer must obtain from Park written permission to apply for any special temporary alcohol license ("Special Permission Letter"). In addition, thirty days before the move-in date, Organizer shall provide Park with written notice of the intent to use a catering license to sell or serve alcohol, the location of each point of sale and the date/time of operation. Please note, Kentucky law prohibits a caterer from serving alcoholic beverages at locations for which special temporary licenses have been issued. Organizer is responsible for ensuring compliance with all applicable statutes and regulations, including alcohol laws, during the event.

In addition to the Rented Premises, Organizer shall be responsible for paying a flat rate fee for each venue where food and beverages, including alcohol, will be sold or served during Organizer's event between move-in date and move-out date. A rate sheet for concession locations shall be provided by the Park and is attached to this Agreement. In addition, Organizer shall be responsible for paying Park 20% of all food and beverage sales and 25% of all alcohol sales for services provided by a Food Service Provider(s) during the term of their Agreement. Organizer shall ensure that the Food Service Provider(s) obtains any and all permits and/or licenses, including alcohol licenses, and inspections, which may be required by the Commonwealth of Kentucky for the conduct of any and all business operations on the Park's premises.

The Organizer shall require the Food Service Provider(s) to name the Park as an additional insured for general commercial liability (and dram shop liability if alcohol will be served.) Organizer shall obtain a copy of the Food Service Provider's certificate of insurance with additional insured endorsement in favor of the Park and provide it to the Park ten (10) days prior to move in.

Organizer and/or the Food Service Provider shall be responsible for all equipment needed for food and beverage service including, but not limited to, chairs, tables, table settings, bars, hospitality tents or other items, whether rented or not, for Organizer's Event as identified in their agreement within the rented Park internal venues.



#### Self-Catering

In general, no self-catering will be allowed for events attended by participants or the general public. Any self-catered or donated food items served at an event must be preapproved by Park management in writing and may be subject to a fee. The park has the final say in allowing or declining all self-catering requests. Events that fail to seek approval may be fined up to \$500.

## Summary of Fees Catering

- 20% on food and non-alcoholic beverage totals only. Tax and labor may be excluded.
- 25% on alcohol billed, tax and labor may be excluded. Donated alcohol is also subject to this fee and will be charged based on distributor invoice, or, in the case of \$0 invoices, the retail rate of the product at the time of the event.

#### Concessions

- Food and non-alcoholic beverages 20% on gross sales; tax may be excluded, but not labor.
- Alcohol 25% on gross sales; tax may be excluded but not labor. Donated alcohol is also subject to this fee and will be charged based on distributor invoice, or in the case of \$0 invoices, the retail rate of the product at the time of the event.

## Alltech Kitchen (as available)

- \$250 per day for non-event/prep days
- Extra 2% F&B commission on event days, with a minimum fee of \$250 and a maximum fee of \$750
- Note: these fees are in addition to the fees for renting the Alltech Arena.



Linens:

#### **CATERING, CONCESSION AND SERVICES INTENTION FORM**

Please return with rental agreement to: Kentucky Horse Park **Special Events Department** 4089 Iron Works Parkway Lexington, KY 40511 **Event Date:** Organization/Event Name: Contact Name: Phone: Email: Please indicate the company or companies that you anticipate hiring to provide rental services at your event at the Kentucky Horse Park. Catering: Concessions: Tents: Electric: Tables/Chairs:

If you decide to change providers from those listed on this form, you must notify the Special Events Office at (859) 259-4219 at the Kentucky Horse Park.



#### **EQUIPMENT AND EVENT SERVICES**

Equipment and services included in the rental for **equine** events:

- Cleaning of all leased premises before and during the event. Cleaning will include common areas, restrooms and daily vacuuming of meeting rooms. Cleaning does not include any vendor booths or temporary carpet. Organizer shall bear all costs of removal of debris particular to the event such as removal of signs and decorations, center rings etc.
- 2. House sound system including one (1) microphone, as applicable
- 3. Permanent seating, as applicable.
- 4. The Kentucky Horse Park does not allow two-pronged fans, extension cords, appliances, or equipment of any type. Violation of this is subject to removal by any means required to alleviate potential fire hazards.
- 5. Any event requiring erection of tents or structures of any type must be communicated and dates to do such, with event staff. No construction is allowed to begin prior to meeting with maintenance department to ensure all utilities have been marked and maintenance must give approval to stake in requested areas.
- 6. Sharps containers are provided for exhibitors' use while at the facility. These containers are located in all areas where horses are housed.
- 7. All equipment is subject to availability.
- 8. Up to twenty-five (25) parking passes for staff and vendor use.
- 9. Up to three (3) water/drags per ring, per day included.
- 10. Shows exceeding a 12-hour show day must be communicated to Event Coordinator a minimum of ten (10) days in advance to facilitate proper scheduling. Events that fail to communicate appropriately will be charged \$500 and billed staff hours at \$35.00 per hour.
- 11. Equine Events are required to have a licensed EMT present during all show and scheduled schooling times. It is highly recommended to have an ambulance onsite for events over fences.
- 12. Insurance naming the Kentucky Horse Park and Commonwealth of Kentucky as a certificate holder and an additional insured including move in and move out dates for all vendors, volunteers and/or affiliates, must be received 30 days before event. (Please refer to Section 9)
- 13. Park shall have the authority to close a ring if conditions are deemed unsafe.
- 14. Organizer shall be granted one (1) move-in day at no charge, plan to have all deliveries made on the scheduled move-in day. Those requiring more than one move-in day, may request additional days at fifty percent (50%) of the published rate, per facility.
- 15. Schooling rates will only be honored on scheduled schooling days and not for warmup rings during the regularly scheduled event.
- 16. Current exclusive vendors: Dever Show Services (Hay/Feed/Bedding and Golf Carts). No other providers shall have access to the Kentucky Horse Park for the above-named services.



- 17. For safety and liability reasons, no course walks or riding will be allowed during scheduled drag or watering breaks.
- 18. All contracts should be mailed or emailed directly to Nicole Rivera (Nicole.Rivera@ky.gov) and checks should be emailed or mailed directly to Jill Blevins (jill.blevins@ky.gov)-4089 Iron Works Parkway, Lexington, KY 40511
- 19. This Agreement shall be returned, with deposit, within thirty (30) days of receipt to secure event dates. Park reserves the right to release any and all show dates that have not been contracted within thirty (30) days of receipt.
- 20. Any property not removed from the Rented Premises at the close of business on the Event Move-Out Date will become property of the park unless arrangements are made otherwise.
- 21. Organizer is responsible for maintaining a clear path to all exits and throughout all aisle ways including but not limited to trade fair and vendor exhibits in all facilities of the park.

#### Equipment and services included in the rental for **non-equine events:**

- Cleaning of all leased premises before and during the event. Cleaning will include common areas,
  restrooms and daily vacuuming of meeting rooms. Cleaning does not include any vendor booths or
  temporary carpet. Organizer shall bear all costs of removal of debris particular to the event such as
  removal of signs and decorations, center rings etc.
- 2. House sound system including one (1) microphone, as applicable.
- 3. Permanent seating, as applicable.
- 4. The Kentucky Horse Park does not allow two-pronged fans, extension cords, appliances, or equipment of any type. Violation of this is subject to removal by any means required to alleviate potential fire hazards.
- 5. Any event requiring erection of tents or structures of any type must be communicated and dates to do such, with event staff. No construction is allowed to begin prior to meeting with maintenance department to ensure all utilities have been marked and maintenance must give approval to stake in requested areas.
- 6. All equipment is subject to availability.
- 7. Up to twenty-five (25) parking passes for staff and vendor use.
- 8. Shows exceeding a 12-hour show day must be communicated to Event Coordinator a minimum of ten (10) days in advance to facilitate proper scheduling. Events that fail to communicate appropriately will be charged \$500 and billed staff hours at \$35.00 per hour.
- 9. Non-Equine Events must have a licensed EMT present during all show hours, as applicable.
- 10. Organizer shall be one complimentary move in day, between 8:00 a.m. 6:00 p.m., at no charge. Please plan to have all deliveries made on the scheduled move-in day. Those requiring more than one move-in day, may request additional days at fifty percent (50%) of the published rate, per facility.
- 11. Current exclusive vendors: Dever Show Services (Hay/Feed/Bedding and golf carts). No other providers shall have access to the Kentucky Horse Park for the above-named services.



- 12. All contracts should be emailed or mailed directly to Louise Gillam (Louise.Gillam@ky.gov) and checks should be emailed or mailed directly to Jill Blevins (jill.blevins@ky.gov)-4089 Iron Works Parkway, Lexington, KY 40511.
- 13. Insurance naming the Kentucky Horse Park and Commonwealth of Kentucky as a certificate holder and an additional insured including move in and move out dates for all vendors, volunteers and/or affiliates, must be received 30 days before event. (Please refer to Section 9.)
- 14. This Agreement shall be returned, with deposit, within thirty (30) days of receipt to secure event dates. Park reserves the right to release any and all show dates that have not been contracted within thirty (30) days of receipt.
- 15. Any property not removed from the Rented Premises at the close of business on the Event Move-Out Date will become property of the park unless arrangements are made otherwise.
- 16. Organizer is responsible for maintaining a clear path to all exits and throughout all aisleways. A minimum of three feet must be left in front of fire pulls and fire extinguishers. All aisleways must have a minimum of 8-feet of clearance for ingress and egress processes.



#### **KENTUCKY STATE FIRE MARSHAL REQUIREMENTS**

Department of Housing, Buildings and Construction
Division of Fire Prevention
1047 U.S. 127 South, Suite #1
Frankfort, Kentucky 40601
Phone: (502) 573-0385

Fax: (502) 573-1004

The following are the State Fire Marshal's minimum fire safety requirements and shall be applied at all shows – trade, commercial, or otherwise – shall apply whether the exhibit space is open or closed to the public.

- 1. Accurate-to-scale floor plans for the entire show shall be submitted to KHP Management not less than fifteen (15) days prior to the opening date of the show. Plans shall show size and location of booths, exits and aisles.
- 2. The display and operation of any cooking or heat-producing appliances, pyrotechnics, use or storage of flammable liquids, compressed gases or any other process deemed hazardous by the State Fire Marshal must have advance approval.
- 3. Any motorized vehicles, gasoline-powered equipment, tools, etc., on display shall have their batteries disconnected. All fuel tanks that are not equipped with locked gas caps shall have the gas caps sealed with tape. All such gas tanks shall be less than one-fourth full.
- 4. No parking of any vehicles, unless approved, is allowed in buildings. Cars and trucks shall be removed immediately after loading and unloading.
- 5. Decorations of displays shall not block or impede access to fire protection equipment (sprinklers, exit markers, exit doors or emergency lighting equipment).
- 6. During occupancy hours, aisles and exit doors shall be maintained free of all obstruction and unblocked for immediate use in the event of any emergency.
- 7. Signs designating exits and the direction of travel should be provided by the Lessee and in place prior to show's opening.
- 8. Additional fire extinguishers may be required at the discretion of the State Fire Marshal's Office.
- 9. All electrical devices and installations shall be in accordance with the applicable provisions of the National Electrical Code. All devices must be listed by Underwriters Laboratories.



#### REGULATIONS PERTAINING TO GOLF CARTS / ATV'S / MOTOR VEHICLES

#### ATVS / 4-WHEELERS / 3-WHEELERS / DIRT BIKES

Off-road type motorcycles are not permitted anywhere on the Kentucky Horse Park (STRICTLY ENFORCED) EXEMPT VECHICLES ARE KHP LAW ENFORCEMENT, FIRE & MEDICAL PERSONNEL.

#### PER EKTNUCKY STATUTES

The operator of any motor vehicle (electric, gas or diesel) must be at least 16 years of age and have a valid operator's license.

KRS 186-620 - Unlawful to drive or permit another to drive without a license.

KRS 189.040 (front lights) KRS 189.050 (rear lights)

After Dark (Night low lights) the vehicle must have working head light and taillights.

Kentucky Horse Park Police Department - (859) 259-4250



#### **INSURANCE REQUIREMENTS**

As stated in the lease agreement, the KHP, requires that all lessees provide general liability insurance issued by a company acceptable to KHP or its designee, insuring both the lessee and the facility with appropriate policy limits (\$1,000,000.00 per occurrence – plus additional coverage as required) to insure against claims or damages.

All lessees are required to submit a "Certificate of Insurance" reflecting the required coverage no later than thirty (30) days prior to the first move-in day of the event as listed in the contract. The "Certificate of Insurance" must include the following:

- Name of organization and event name.
- All move-in and move-out dates.
- Minimum dollar amount of coverage as listed in the contract (typically \$1,000,000).
- The Kentucky Horse Park must be listed as the additional insured.



#### **MEDICAL SERVICES FORM**

Please return with rental agreement to: Kentucky Horse Park Special Events Department 4089 Iron Works Parkway Lexington, KY 40511

Event Date:		
Organization/Event Name:		
Name of company or individ	lual(s) providing medical services:	
Company:		
Contact Name:		
Phone:		
Email:		
during all show hours will an ambulance or a present during show h	aff members will be present (EMT, RN, Paramedic, etc.):  ambulance type vehicle be ours?  Il services staff be stationed	



#### **PUBLICITY INFORMATION FORM**

We want to help publicize your event, so please take a few minutes to fill out and return this form to our marketing department. We want to be certain we are supplying accurate information and photos to the media to your event. Please complete and return to the KHP Events Office.

Organization:	
Event Name:	
Event Sponsors:	
Event Website:	
National Affiliation	
Website:	
Event Dates:	
Hours:	
Admission Fees (if applicable):	
Show Manager Contact:	
Phone:	
Email:	
Media Contact:	
Phone:	
Email:	
Projected	
Attendance (Human):	
Projected	

Attendance (Animal):	
Will there be a trade show?	
Held at KHP previously?	
Highlights/story ideas:	
Will you provide	
imagery to KHP?	



#### **KENTUCKY SALES AND USE TAX**

# Commonwealth of Kentucky Revenue Cabinet Frankfort, KY 40620

TO: Persons using facilities of the Kentucky Horse Park

SUBJECT: Application of Kentucky Sales and Use Tax

This letter has been prepared to provide information concerning the Kentucky sales and use tax to assist you in determining your liability for collecting and remitting the tax. The current Kentucky Sales tax rate is imposed on gross receipts derived from the sale of admissions and tangible personal property. Also, the renting or leasing of tangible personal property for consideration is treated as a sale subject to the tax.

Persons engaged in making sales of admission to events such as concerts, rodeos, machinery shows, art exhibits, etc., are liable for the tax on such sales. In addition, sales of tangible personal property such as t-shirts, records, buttons, pins, food, etc., at such events are subject to tax. Further, persons engaged in renting or leasing tangible personal property, except motorized vehicles used on public highways, for storage, use or other consumption in Kentucky, are retailers who must report and pay the applicable tax from the gross rental or lease receipts.

There are instances where the KHP, by signed contract, has agreed to handle admission sales. In these instances, the tax will be collected and remitted by KHP, thereby relieving the person of this responsibility. However, the person would still be liable for the tax on any sales, leases or rental of tangible personal property.

Person who will be conducting events at KHP should, at least a week in advance, contact the Kentucky Taxpayer Service Center, 620 South Third Street, Louisville, Kentucky 40202-2446, phone (502) 595-4515, or fax (502) 595-4205 to obtain proper registration and more detailed information.

Department of Compliance and Taxpayer Assistance Revenue Cabinet



#### **SHIPPING AND HANDLING FEES**

Package and parcel pick up is available at Central Receiving during the following times:

- Monday through Friday: 9 a.m. 4 p.m.
- Weekends: Must be prescheduled, with services prepaid.

Central Receiving is located on the corner of Cigar Lane and Nina Bonnie Blvd. They may be contacted at 859.259.4289

Flat parcels and mail are exempt from this policy.

All packages must include:

Show/Event Name Vendor Name Individual Contact Name Contact Phone Number

Fees for small package deliveries (UPS, FedEx, DHL, etc.):

- 1lb 50lbs = \$5 per delivery
- 51lbs 70lbs = \$10 per delivery
- 71lbs 100lbs = \$20 per delivery
- Boxes over 100lbs or skids = \$50 per delivery

#### Storage fees:

- 1-10 boxes = \$2 per day, per box
- Over 10 boxes = \$5 per day, per box
- Boxes over 100lbs or skids = \$10 per day, per box or skid

\*Note that fees to receive packages are in addition to storage fees. Storage fees begin after the first 24 hours. If packages are not claimed within two weeks will be returned to sender.

Forklift and KHP Operator (subject to availability):

- \$25 per hour with a minimum charge of 1 hour
- \*Note that fees to receive packages are in addition to the forklift/operator fee.

Payment required with credit or debit card. Cash is not accepted. Direct pick up and invoicing to show/event is available but requires prior approval.



#### **SOUND AND AV POLICIES**

#### House Sound

House sound is provided in the following venues to include a single wired microphone and amplification. In-Gate amplification is not included with house sound. Exact specifications on each sound system can be provided upon request.

- Covered Arena
- Annex Ring
- Walnut Ring
- Claiborne Ring
- Stonelea Ring
- Double-Schooling Ring
- Murphy Ring
- Outdoor Stadium/Johnson Ring
- Indoor Arena (Main Arena)
- Indoor Arena (South Exhibit)
- Indoor Arena (North Exhibit)
- Dressage Complex

#### Other AV Regulations

An audio mixer must be utilized any time more than one audio input is being used in a facility; this includes multiple microphones, CD players, iPods, Laptops and Tone Generators.

Kentucky Horse Park equipment may not be removed from any venue without Kentucky Horse Park staff assistance. Initial setup costs are included with the cost of a daily rental; however, changes to the specified initial setup may result in additional charges to the lessee.

All material and equipment furnished by the Kentucky Horse Park shall remain the property of the Kentucky Horse Park.

Any repairs to park facilities or equipment resulting from the negligence of the lessee shall be billed back to the lessee; this includes but is not limited to, blown speakers, damaged cabling, or damaged wall/floor jacks. Modifications may not be made to park facilities without prior written approval from your event coordinator. Rental equipment not remaining or returned at the close of the event will be billed to the lessee at the prevailing replacement costs.

Any cabling or equipment remaining after the move out date for an event will become the property of the Kentucky Horse Park. Any cabling that has to be removed from the venue will be done at the rate of \$100 per man hour, billed back to the event.

All rigging must be completed by union riggers on Kentucky Horse Park property, for questions concerning this please contact your event coordinator.



#### **TEMPORARY STRUCTURE INSTALLATION GUIDE**

Event Organizers shall be responsible for, if applicable, abiding by the temporary structure regulations adopted by the Department of Housing, Building and Construction, including chapter 4, section 432 of the Kentucky Building Code, including but not limited to inspection of applicable tents, temporary stages, outdoor rigging, and platforms by the state Fire Marshal or his legal representative prior to the event. Failure to comply may result in cancellation of the event and/or removal of any parties involved.

Additional information and forms, including "Plan Application Form" and "Kentucky Temporary Structures Plan/Submission/Field Installation Guide," can be found on the Department of Housing, Buildings and Construction website by clicking <a href="https://example.com/here.">here.</a>



#### **TOP 10 RULES OF THE KHP**

#### INFORMATION MUST BE POSTED IN EVENT PRIZE LIST OR COMPETITOR INFORMATION

- 1. PARKING Dechra Veterinary Products and the Kentucky Horse Park have partnered together to improve the visitor experience at the Lexington attraction. Beginning January 1, 2024, parking will be complimentary for tourist visitors at the Park, and most competitors and events. Please check with your event for more details. All trailers must park in approved lot. NO PARKING is allowed in the barn area; this is for active loading and unloading only. KHP reserves the right to tow any vehicle that is not parked in an approved parking space.
- CAMPING All those who wish to camp must go do so in the Campground, unless prior arrangements are made through KHP management. Please call Reserve America at (888) 459-7275 or reserve online at <u>reserveamerica.com</u>. Groups of 20 or more, please call (859) 259-4257 or (800) 370-6416. Check-out time is noon and strictly enforced; violators will be towed.
- 3. GOLF CARTS/MOPEDS ETC. Use of these is a privilege, not a right, extended to show participants. Must be at least 16 years old with a valid driver's license. No ATVs or dirt bikes over 50 cc are allowed on KHP property.
- 4. DOGS Must be on a 6' leash at all times or suitably restrained in a tack stall or crate. Loose animals will be removed from the grounds at the owner's expense. DO NOT LEAVE DOGS IN VEHICLES.
- 5. HORSES AND HORSE DRAWN VEHICLES Horses and carriages always have right of way.
- 6. EXHIBITOR ISSUES/SPECIAL REQUEST All non-emergency problems or special request must be relayed through show management to ensure prompt attention.
- 7. PACKAGES/DELIVERIES The Park is not responsible for any deliveries to an event or event participant. Please plan to have packages delivered to your hotel. Any packages delivered to KHP may be returned to sender or assessed a freight handling fee.
- 8. PARK ADMISISON Reduced admission is available to event participants and must be obtained at the Visitor's Information Center.
- 9. ARRIVAL/DEPARTURES Must comply with contracted ship in / ship out dates.
- 10. FIRE CODES As of May 15, 2006, KHP will not allow the following and will be enforced:
  - a. Two wire appliances
  - b. Two wire extension cords
  - c. Light duty indoor extension cords
  - d. Three-way adaptors unless specifically designed for outdoor use
  - e. Any adaptor without 3-wire connections
  - f. Any cut or damaged cords



#### **VENDOR POLICIES AND PROCEDURES**

This information should be distributed toby show management to all entities who will be exhibiting as a commercial vendor during events at the Kentucky Horse Park.

- 1. The Kentucky Horse Park defines a commercial vendor as any business, entity, or individual(s) exhibiting and promoting their goods or services through a booth, table display, tent, trailer, or any other structure on park grounds.
- The Kentucky Horse Park requires vendors to comply with all state regulations regarding commercial exhibits concerning electrical codes, fire codes and sales tax as applicable per state law.
- 3. Vendors may only exhibit on park grounds as a register vendor through an organized event. No vendor will be allowed to display good or services on park grounds without officially registering with a specific equine event.
- 4. Vendors or individual may play flyers and advertisements on provided advertising boards present on park grounds. No other locations are permitted and will be removed.
- 5. The Kentucky Horse Park provide "as is" electric and water hook-ups for vendors in designated areas. Limited or no electric and/or water hook-up may be available in some designated vendor areas.
- 6. Vendors wishing to camp must do so in the Campground. No camping is permitted in the vendor areas
- 7. The park will designate all areas that can be used for vendors with each individual event. No vendors may display outside designated vendor areas or in stabling area without prior approval.
- 8. All vendors are required to adhere to event move in and move out dates per event contract. Vendors are not allowed to move-in their display outside of contracted event dates and all displays must be removed promptly following event. No vendor trailers or displays may be stored at any time on the park grounds, nor in parking lots without prior written approval. Any vendor who leaves vendor trailers are subject to removal at the owner's expense. KHP will assess the following vendor fees: \$150 each, per week.

Vendors who fail to seek pre-approval will be towed at the vendors' expense.

9. The Kentucky Horse Park requests that no packages be delivered onsite. Any package that is delivered will be subject to applicable fees.