

# **MARION COUNTY FAIR RULES FOR ALL**

## **MIDWAY CONCESSIONS AND COMMERCIAL EXHIBITORS**

1. No one may offer anything for sale or give anything away on any part of the Fairgrounds during the Fair without first obtaining a contract for space for such sale or giveaway. No roving solicitation, distribution of literature, signature acquisitions for petitions, posting or displaying of signs, or the selling of or free distribution of merchandise shall be permitted on the fairgrounds unless by qualified exhibitors who may use this privilege only from within the confines of their own contracted concession or commercial rented space. No commercial advertising signs, placards, stickers, or political signs/slogans may be attached in any manner to any vehicle, tree, pole, wall, or any other structure within the limits of the fairgrounds not immediately contracted with the distribution of the product or service advertised.
2. No one may set up any game, concession or exhibit before or during the Fair without first obtaining a contract for such game, food concession or other exhibit. The person who obtains the contract assumes responsibility for the actions of all employees and agents while on the grounds.
3. Each concession or exhibit shall comply with and observe all laws, ordinances or statutes of the United States, the State of Ohio, The County of Marion and the Township of Marion and protect and hold harmless the Society from any and all liability resulting in noncompliance. The OHIO REVISED CODE Sections 1711.09 and 2915.01 prohibit immoral shows, lottery devices, games of chance, gambling of any kind (including the sale of pools and paddle wheels) on any Ohio fairgrounds at all times. No drug related or explosive item may be sold or given away. No raffles of any kind.
4. All licenses and permits required by the Ohio Department of Agriculture and/or the Marion County Board of Health or any other governmental agency must be obtained before operation begins and all laws and regulations issued by those agencies must be obeyed.
5. The concession or exhibit owner, his/her employees, invitees or licensees shall be subject to the rules and regulations heretofore and hereinafter prescribed by the society. Rules can be obtained at the administrative office or at [www.marioncountyfairgrounds.com](http://www.marioncountyfairgrounds.com).
6. All concessions or exhibits shall use the leased space(s) at their sole risk. The Society shall not be responsible for any destruction, damage, or deterioration of their property from weather, storm(s), acts of God, rebellion or riot. Additionally, the Society shall not be responsible for any damage or destruction of property caused by any person, invitee, licensee or trespasser in any manner.
7. Each concession or exhibit shall provide and pay for his/her own insurance coverage for fire, theft, vandalism, damage, or destruction for their property. The Society shall not be responsible or chargeable for such damage or destruction.
8. Each concession or exhibit assumes all liability for any claims of damage arising out of their activities at the Marion County Fairgrounds. The Society, its Directors, Officers, employees and the Board of Marion County Commissioners will be held harmless in any and all claims for damages arising from the heretofore mentioned activities. Additionally, concessionaires and exhibitors must provide to the Society a CERTIFICATE OF INSURANCE verifying a comprehensive commercial general liability policy naming the Marion County Fair, the Marion County Fair Board, and Marion County, Ohio as additional insured prior to the opening day of the Fair. (This shall include: Premises-operations; contractual liability; product liability and completed operation: and property damage with limits of \$1,000,000 or greater for non-food and \$2,000,000 for food concessions.)
9. Concessions or exhibits shall not transfer, sell, assign, exchange, barter or permit his/her employees to see, transfer, assign, exchange or barter any privileges, ticket of admission or rights issued to contracted concessions or exhibits or his/her employees hereunder.

10. Concessions or exhibits shall not sublet their contract to any person, partnership or corporation.
11. Concessions or exhibits shall secure and pay any type of security that either they or the Society determines necessary and shall secure and pay for permits, licenses, sanction fees, etc., necessary to conduct the scheduled activities.
12. PAYMENT OF FEES – A deposit must be made and a signed contract received to secure a space. NO REFUNDS WILL BE MADE AFTER MAY 1<sup>st</sup>. All other concession rental and fees must be paid by the third day of the fair.
13. Each concession or exhibit shall post in a conspicuous manner at the front or entrance to their place of business a sign showing the price to be charged for meal, lunches, drinks or other articles of food to be sold. The size of said sign, manner and place of posting to be approved by the Society.
14. All business shall be conducted in a courteous manner and all Fair patrons shall be treated politely and courteously at all times.
15. All business will be conducted from within the contracted space and all advertising will be confined to the inside of said space.
16. Only items listed on the contract may be sold from or displayed in the concession or exhibit space.
17. No pets or animals allowed on the fairgrounds except those participating in Fair Board authorized exhibits, shows or competitions with the exception of service dogs or law enforcement canine units. PETS ARE NOT PERMITTED ON THE MIDWAY. Likewise, the selling or distribution of live animals as prizes, with the exception of gold fish, is not permitted.
18. PROHIBITIONS: All motorized vehicles are prohibited on the fairgrounds except authorized delivery vehicles, which must be removed by 11:00 a.m., and cars, trucks and motorcycles properly parked in permitted parking areas. Prohibited vehicles include, but are not limited to, golf carts (except Fair officials or permit holders), mopeds, scooters and other powered wheeled transportation, except as noted below. Also prohibited are bicycles, roller blades, skateboards and “razor type” scooters. Personal handicap mobility devices *are* permitted. Handicap golf cart permits are available in the Fair Board office. Marion County Fair security will have final say on prohibited vehicles.

No reptiles, animals, silly string, laser lights, snaps, lighters, knives, guns (including toy guns or anything that looks like a gun), porn, exotic smoking paraphernalia commonly used in narcotic and drug related activity, or alcohol may be sold or given away as prizes. No profanity, vulgar, drug related emblems or obscene words or pictures on merchandise is to be sold or given away. It is to the Fair official's discretion as to what is profane, vulgar, drug related emblems or obscene.

Concessionaires/exhibitors are not permitted to have concession/exhibit without a responsible adult in charge at all times.

18. All rides, games, food and other sales must observe the curfew if one is announced each night.
19. All music, amplifiers and loudspeakers will be kept at a comfortable level as determined by officials of the Fair.
20. All spaces will be kept clean and orderly and will be decorated at the expense of the concession or exhibit owner.
21. Food stands are permitted to open the day before the opening day of the Fair for the convenience of any Fairground workers. All other exhibitors may open at 12 noon on the first day of the Fair.

22. Anything given away must be approved by the Society. Any exhibitor who conducts drawings for free prizes must provide the Fair Manager with the name, address and telephone number of the prize winners within five (5) days of the close of the Fair.
23. Each person contracting concession or exhibit space will receive one complimentary pass for each contract written. Extra passes for additional workers may be purchased. Each worker must have a pass to enter the fairgrounds daily. It is the responsibility of the concession owner or exhibitor to make sure all employees have passes before entering the fair. Any worker without a pass will be charged at the gate. No refunds will be given.
24. At the expiration of each contract the space shall be surrendered to the Society in as good repair as when possession was taken.
25. Violation of any of the terms, conditions or provisions of a contract shall, at the election of the Society's Directors, cause the whole amount of this contract to become due and work a revocation and forfeiture of all rights and privileges granted to the concession or exhibit. In the event of such breach and such elections, any and all sums paid or contracted to be paid under a contract to the Society, shall be and become the property of the Society as liquidated damages for said breach.
26. ANY EXCEPTIONS TO FOREGOING RULES MUST HAVE PRIOR APPROVAL BY THE FAIR OFFICIALS. OTHERWISE VIOLATION WILL BE CONSIDERED BASIS FOR EXPULSION FROM FAIRGROUNDS AND FORFEITURE OF ANY FUTURE DISPLAY PRIVILEGES.