GENERAL INFORMATION
Concessionaires must grant the Missouri State Fair, its agents and representatives, at reasonable times and places, inspection and audit of all records concerning its operations.

The Missouri State Fair, at its sole discretion, authorizes only such privileges as are required to supply the necessary wants of the fairgoers, or may add to their comfort, convenience, and pleasure. Under no circumstance, however, will privileges of a questionable nature or a demoralizing tendency be tolerated upon the fairgrounds. Businesses operating in other than a legitimate manner will not be tolerated. No game of chance or gambling device will be allowed.

The Missouri State Fair reserves the right to require that certain concessionaires comply with additional conditions and rules specific to the nature and type of the concession.

All ground leases or space contracts, unless otherwise specified, will expire with the close of the Fair each year.

All temporary buildings, frames, booths, etc. must be removed within 14 days following the Fair. In some situations structures may be left year-round with written approval prior to the Fair. All inside booths and materials must be dismantled and removed on the day following the close of the Fair. The Missouri State Fair is not responsible for any items left on the grounds at any time. Buildings, frames, booths, etc. not removed within the specified time period become property of Missouri State Fair.

A concessionaire must confine business, promotion, and advertising to the space assigned. Aisles may not be used for contacting patrons. Displays must not block the view of other exhibitors. Handbills may only be distributed from booth locations.

Pornographic or obscene literature of any kind is not permitted, even from within licensed space. Failure to comply with this section will subject lessee to forfeiture of space privileges without reimbursement.

The selling of items with violent, graphic, obscene or vulgar wording will not be tolerated. The selling of items negatively depicting race, religion, ethnicity and gender will likewise not be tolerated. In addition offensive artwork, including but not limited to t-shirts and cartoons, will not be tolerated.

Weapons, mace or any other self-protection device that has the ability to incapacitate is also prohibited. Exotic smoking equipment may not be sold or displayed.

Political parties, non-profit organizations, and religious groups will not be permitted to solicit for donations or support on the fairgrounds. If they so desire to be a part of the Fair, they must buy commercial exhibit space at the established rate.

No secondhand articles shall be exhibited or sold unless they are in the category of antique.

Because of the amount of overhead electrical wiring, only standard, non-Mylar helium balloons are allowed to be distributed from outdoor sites. Helium-filled balloons are to be distributed in any building.

No pets are allowed on the fairgrounds, except: 1) service animals for the disabled; 2) police dogs on duty; 3) trained animals in scheduled acts; or 4) pets entered in scheduled competition.

The space rental agreement indicates the total size allotted for the unit or display. (Tent stakes, trailer hitches, awnings, etc. must not extend beyond the designated areas.)

General wording such as “hats, clothing, novelties, gifts, accessories”, etc. is not acceptable. Specific, descriptive terms should be used. Items not listed on the agreement and that are carried in the display or unit are subject to removal without recourse. Food concessions must submit a complete menu. There will be no exceptions to this regulation.

Booths should be restocked only during time period designated. If restocking must be done at other times, an approved vehicle or golf car must be used in approved areas only. No golf cars or vehicles will be allowed in restricted zones.

ADMISSION PASSES
No passes will be issued to the concessionaire or any of his employees, and all persons connected with the operation of this privilege shall pay the regular price of admission. (Public parking is available at no charge. Restricted parking is available at a daily fee.)

ALTERATIONS & IMPROVEMENTS TO LEASED PROPERTY
A concessionaire shall not make any alteration to the premises leased under the Concessions Rental Agreement without first
obtaining the State Fair Commission's (or Fair management's) written approval of such alteration. The concessionaire agrees that any fixtures, permanent changes, or improvements it makes to the leased space shall immediately become the property of the Missouri State Fair Commission (or state of Missouri) and shall remain upon the leased space in the absence of a written agreement to the contrary.

**BANK**
A bank for **MAKING CHANGE ONLY** is located in the historic Administration Building across from the Missouri State Fair Grandstand. **Hours:** 8 a.m. to 12 p.m. and 1 p.m. to 5 p.m. No personal checks will be cashed.

**BUILDING HOURS**
Exhibit buildings are open to the public from 9 a.m. to 9 p.m. on Thursday, August 13 through Saturday August 22. Hours on Sunday, August 23 will be 9 a.m. to 6 p.m.

**BUSINESS HOURS**
Any space that is not intact and open for business or does not have an attendant at the space during the hours of operation specified by the Missouri State Fair during all days of the Fair shall forfeit all rights to that space.

No exhibit or concession may be removed prior to 6:00 PM on the last day of the Fair. Missouri State Fair Boulevard exhibits in front of the Pepsi Grandstand, however, may have a later release time as designated by the Fair Director. No exhibit or part thereof is to be dismantled or removed before tear-down time. Any removal constitutes a breach of contract and, therefore, eliminates opportunities for renewal option for such space.

No concession / exhibit may operate prior to or after the agreement period without written consent.

**DECORATING**
Decorating services are available on the Missouri State Fairgrounds. Back curtains and side curtains are provided in most exhibit buildings.

Other decorating services are provided at exhibitor’s expense. Concessionaires are responsible for their own signs. Magic marker or cardboard signs are prohibited. Signs must be of professional quality. An exhibitor must provide all furniture, spotlights, etc. required for the booth at his/her expense.

All tables used in booths should be neatly draped on all sides exposed to the public. Carpeting must be taped down on all edges and must not exceed the contracted booth size.

Items used as decoration must meet the Missouri State Fair Fire Department inspection standards.

Exhibitor shall not drive nails, hooks, tacks, staples, or screws into walls, ceilings, or doors. Crepe and corrugated paper decorations are prohibited.

Tents can be obtained at an additional charge. The fee includes set-up, take-down, and tent rental for the duration of the Fair. Contact the Concessions Office for a list of approved contractors. Tent size must be such that stakes will still be within the confines of space allotted. If a tent must be moved because it will not fit in space assigned, or because the layout has been changed from the original request, etc., all fees associated with the move are at the expense of the concessionaire.

**DELIVERIES**
UPS, FedEx, and other commercial freight carriers will be permitted to deliver packages / merchandise to the grounds. However, the Fair does not assume responsibility for delivered goods and will not be responsible for goods in the absence of the exhibitor. All packages should be addressed as follows: **Contact Name, Company Name, Contact Phone Number, MISSOURI STATE FAIR, 2503 W 16th St, Sedalia, MO 65301.** Pick up location is south of racetrack at ADA parking lot.

**DRAWINGS / GIVE-AWAYS**
All give-away items must first be approved by the Concessions Department. Those offering registration for prizes must also provide a list of winners, their addresses, and details of prizes won prior to leaving the grounds. The following will apply to those holding a sign-up prize drawing for the Fair:

1. All concessions that intend to hold a prize drawing must obtain written consent from the Concessions Department.
2. Drawings must be completed during the period of the Fair. Only the advertised prize may be awarded and no further drawing or purchase must be necessary for eligibility.
3. A written statement listing the name, address, and prize delivered to each winner must be submitted to the Concessions Office.
4. If persons signing up for a prize drawing are subject to sales appointments, contacts, or calls as a result of signing up for the drawing, this must be indicated in writing at the registration point.
5. Failure to comply with the above requirements could result in loss of renewal opportunities.

**ELECTRICAL SERVICES**
Inside space will have access to 110-volt 20-amp receptacle at no additional charge. Exhibitors must bring their own extension cords. If requirements exceed the electricity available, appropriate charges will be made.

The Missouri State Fair does not assume responsibility for electric failures.

Concessionaires who plug into another exhibitor’s service will be charged full electrical fees.

Electric service to diners and other concessions **WILL BE TURNED OFF 14 DAYS AFTER THE LAST DAY OF THE FAIR.** Please make plans to remove food prior to that time. The Missouri State Fair will not be responsible for spoilage due to the discontinuation of electric service.
Permanent diners will be charged by meter readings where applicable. Any 3-phase or service over 100 amps, 220-volt must receive prior approval by the Missouri State Fair. Charges will be made according to the size of the service box. The Fair electrician will be responsible for hook-up. The Missouri State Fair reserves the right to refuse to connect electrical service equipment not considered safe.

Electric service must be obtained from electrical office. Minimum of $55.00 per hookup, plus usage, is required. Where outside or inside wiring is necessary, a charge for labor and materials will be made.

All necessary wiring for concessions, etc. will be done on time-and-materials basis. All labor charges will be at the prevailing wage scale for regular working hours from 8:00 a.m. to 4:30 p.m. weekdays. All work on Saturday and Sunday and after 4:30 p.m. weekdays is overtime. All labor charges for overtime will double the regular hourly rate.

EMPLOYMENT SERVICE
Concessionaires or exhibitors may receive assistance in filling job vacancies by contacting the Personnel Office in the historic Administration Building across from the Missouri State Fair Grandstand.

FOOD & LIQUOR
In 1993, legislation was passed allowing 5% beer and Missouri-produced wines to be sold on the Missouri State Fairgrounds. All regular liquor laws must be observed in addition to special rules set forth by the Missouri State Fair:

1. All beer sales will stop at 1:00 a.m., with the exception of Sunday sales, which will stop by 12:00 midnight. Product servings shall be removed from concession space by that time.
2. Cups will be translucent or pre-approved souvenir cups, of a size not to exceed 22 ounces.
3. Rules and regulations regarding Grandstand beer sales will be mutually agreed upon by both the Fair Director and the Grandstand concessionaire. Some sales could be predetermined by the entertainer’s contract.
4. No alcoholic beverages will be allowed in the livestock barns. Exhibitors who have questions should contact the Concessions Office.

All food concessions must be substantial in structure and neat in appearance. All rules, as set forth by the Missouri Department of Health, must be followed. If rules and standards are not followed as directed, this will serve as grounds for closure without recourse. If Missouri State Fair policies are not observed, renewal for future privileges will not be considered.

All trailer unit food stands are required to have skirting around the bottom to cover wheels and holding tanks. The hitch must be skirted or removed. Soft drink tanks must be grouped in an orderly manner and covered or fenced away from public view. Storage units or areas adjacent to the food stand / trailer must be attractive, either by fencing or placing in an enclosure. A refrigerator / freezer setting next to the stand, in plain view of the public, is not acceptable.

All temporary stands and trailers are required to be hooked into sanitary sewer (as available) or holding tank. Backup holding tanks are to be stored under unit, behind skirting, away from public view.

Each food concessionaire shall prominently display a neatly printed or painted sign, showing price of items to be sold. The concessionaire must also display in plain view a copy of the sales tax license issued for operation. Menus should indicate whether or not prices include tax.

In no instance shall beverages be dispensed in any can or glass bottle. Beverages must be served in approved cups or containers.

Food concessionaires must dispose of grease in the designated containers. Grease shall not be placed in drains. Anyone found placing grease in drains will be dismissed from the Fair and renewal privileges will be revoked.

The Missouri Department of Health will make routine inspections of food service operators. Inspectors are located in the northeast corner of the Varied Industries Building. Routine inspections will be conducted throughout the duration of the Fair to assure compliance.

Additional information on temporary food service establishments may be obtained from the Concessions Office or by contacting the Missouri Department of Health in Jefferson City (1.573.751.6090.)

Pursuant to the Fire Marshal’s Office’s requirements, all concessionaires with cooking facilities or open flames must be equipped with one 10-pound ABC fire extinguisher and one 2 1/2 gallon Type K fire extinguisher per cooking facility.

All units (permanent and temporary) will be inspected for proper equipment by the Fire Marshal’s Office. Exhibitors should see to it that the proper equipment is mounted in an easily accessible location.

Concessionaires who make retail sales of food and drink to the public are required to purchase some supplies from those purveyors who have contracted with the Missouri State Fair for the exclusive rights. Failure to purchase from the authorized purveyors may constitute grounds to terminate rental agreement.

Attendance by each food concessionaire to the orientation meeting held by the Missouri Department of Health is mandatory. Failure to attend mandatory orientation may constitute grounds to terminate rental agreement.

GOLF CARS ONLY – (No ATVs, UTVs)
Golf Car use will be limited for official business only with prior written approval of Director and Concessions Manager. For safety reasons, capacity is limited to the cart’s seating capacity. The company or individual’s name must be displayed in two-inch letters on the cart as specified on permit form.
Concessionaire’s golf car permits must be purchased in the Business Office. (Carts in use but not displaying the appropriate permits and name identification are subject to removal from the grounds.) Requests for cart permits must be in writing. A form with additional regulations is available in the Business Office.

HOTELS & MOTELS
A list of hotels and motels is available on our website, www.mostatefair.com, or by contacting Sedalia Area Chamber of Commerce 1.800.827.5295.

INFORMATION
Several information booths are placed in convenient locations on the fairgrounds. Daily schedules, programs, and circulars pertaining to attractions and exhibits are provided.

INSURANCE
The Missouri State Fair will assume no liability for injury to property or person, or death of any person or persons on or about the premises. Likewise, the Missouri State Fair will not be responsible for any damage to exhibits, merchandise, or concessions caused by theft, wind, hail, fire, water, or any cause whatsoever. Concessionaire agrees to defend at his/her own expense, indemnify and hold harmless the Missouri State Fair from any and all liabilities, penalties, damages, costs, expenses, causes of action and claims of every kind arising from illness, death, bodily injury or property damage to any person whomever, occasioned by or growing out of or in any way connected with the occupation or use of the leased premises or activities associated with the display/booth.

Lessees must obtain at their own expense, and submit to the Missouri State Fair, one or more policies of insurance that will afford protection coverage for the duration of the Missouri State Fair (including set-up before and tear-down after the Fair) in accordance with the requirements set forth below:

A. Workers’ compensation insurance: If required by state law, concessionaire shall provide workers’ compensation insurance for employees at the Fair. Workers’ compensation insurance shall comply in all respects with the requirements of Chapter 287, Revised Statutes of Missouri, “The Workers’ Compensation Law.” Concessionaire’s employees shall, under no circumstances, be deemed to be employees of the State of Missouri, the Missouri Department of Agriculture, or the Missouri State Fair.

B. Public liability and property damage insurance: Concessionaire shall obtain public liability and property damage insurance in comprehensive general liability form as shall protect them, the State of Missouri, the Missouri Department of Agriculture, and their elected and appointed officers, commissioners, agents, and employees, from claims for personal injury, including wrongful death, and from claims for property damage, which may arise from the existence, construction, operation, removal, or products of the concession. Comprehensive general liability coverage shall include product liability insurance coverage on all foodstuffs, beverages, and merchandise sold. Bodily injury: each person, $1,000,000; each occurrence: $1,000,000; property damage: each occurrence, $1,000,000; aggregate, $2,000,000.

All exhibitors and concessionaires are required to have minimum general public liability insurance coverage on the Fair operation. The Concessions Office requires a certificate of insurance or a copy of that policy. The Certificate of Insurance must include the statement “MISSOURI STATE FAIR AS ADDITIONAL INSURED.” Failure to place a copy of the insurance certificates on file with the Concessions Office prior to established deadlines will result in cancellation of rental agreement or forfeiture of renewal privileges.

Insurance coverage may be arranged through the Missouri State Fair Concessions Office. (Policy shall be directly purchased from insurance provider by cashier’s check or money order.)

LOGO USE
The Missouri State Fair logo is a registered trademark. Use of the name Missouri State Fair or any part of its graphics program is strictly forbidden without written consent of the Missouri State Fair. For further information, contact the Marketing Department. Unauthorized use will result in removal of those items from sale and forfeiture of renewal rights. A fee is charged for logo use and rights.

LOST AND FOUND
A lost and found department is maintained at the Highway Patrol Office. The Missouri State Fair is not responsible for lost, stolen or damaged items.

MAINTENANCE SERVICES
The Missouri State Fair must approve all maintenance/improvements. The Missouri State Fair and the Missouri Department of Health must first approve any modification of food concessions. On-site contractors/persons in charge of work must receive the written approval of the Missouri State Fair prior to starting work. All requests must be in writing and will be acknowledged/approved in writing. The concessionaire must pay damages resulting from noncompliance. This includes both material and labor charges. All concessionaires not complying fully with this regulation may have privileges revoked.

PAYMENTS
No space can be occupied until the balance of all amounts owed is paid. If a check is returned or credit card payment declined, the dollar amount plus any applicable Service Charge becomes due immediately by cash or money order. Returned checks are grounds for termination of a rental agreement. The original copy of the rental agreement must be signed and returned along with the proper payment of fees per agreement terms. Failure to make payments by specified dates, or to return signed rental agreement prior to established deadlines, will result in rental agreement being declared null and void by the lessor.

Absolutely no refunds will be made. Fees may be held as a credit on account for the annual Fair scheduled in the next...
calendar year, at the discretion of the Fair Director and Concessions Manager. (Any request to waive this general rule must be submitted to the Concessions Manager in writing; such request will be forwarded to the Fair Director for consideration.)

Any exhibiting person, party, organization or company giving an insufficient funds check to the Missouri State Fair may automatically be suspended from exhibiting, entering or displaying any item or animal at the Missouri State Fair for a period of three years. This will be subject to review by the Director and the Concessions Manager.

In case of unexpected contingencies of grave consequence, including natural disaster, war, economic conditions, energy shortage, or any other causes deemed sufficient by the MSF Administration or the MSF Commission, MSF may cancel or change dates without ensuing recourse from the concessionaire. However, any deposits made pursuant to this rental agreement will be returned in such event.

The Fair hereby executes and grants to the concessionaire a lien covering the stand, equipment, and stock, whether exempted or not, to be claimed peacefully and without process of law, to satisfy any default in payment of fees or damages done to property of the Fair.

POSTAL SERVICE
A substation of the Sedalia Post Office is located at the south end of the Grandstand. Stamps, postcards and money orders are available.

PUBLIC ADDRESS SYSTEMS – See Page 6, Sound Limitations
Any public address or amplifying system must have approval before use. Public address systems and noisy instruments operated strictly to attract attention are prohibited. Management will monitor and regulate sound levels for those exhibitors with sound devices necessary to conduct business. If sound becomes offensive to neighboring exhibitors, management reserves the right to issue warnings to the offending exhibitors. If the situation is not resolved after two warnings, the offender’s electric service will be disconnected or exhibitor will be asked to vacate the grounds.

RENEWAL of PRIVILEGE
In order to attract and maintain quality concessions and exhibits, it is the policy of the Missouri State Fair to extend renewal opportunities to concessionaires. However, the Fair reserves the right to refuse to renew any space rental agreement when, in the sole discretion of the Fair management, such action is in the best interest of the Fair. Concessions Rental Agreements are subject to renewal only upon approval of the State Fair Commission.

Grounds or space alterations or other changes may make it necessary to eliminate certain previously available spaces from one year to the next. In such instances, the Missouri State Fair reserves the right to offer substitute locations or discontinue contracts at its own and sole discretion.

Anyone owning or renting any building upon the Fairgrounds must properly maintain the building and must notify the Concessions Office (by returning the space rental agreement within the specified time period) if it is his intention to return to the next Fair. Failure to return the space rental agreement within the specified time will cause forfeiture of the use of the booth or area. A concessionaire who does not wish to apply to renew his Concessions Rental Agreement shall provide written notice of his intent not to renew no later than January 31 of year of the upcoming Fair.

All requests for changes in locations or additional space must be submitted in writing on the space rental agreement. Only written requests are considered. Exhibitors will be notified if their requests can be granted.

All units / displays must meet the Missouri State Fair Concessions Department aesthetic requirements. Cleanliness, appearance, conduct, quality of booth structure and display, compliance to regulations and deadlines, and compliance to health and safety standards are considered important. These guidelines must be followed or renewal privileges will be cancelled.

The concessionaire shall not assign his Concessions Rental Agreement, in whole or in part, nor permit the use of any part of the space leased under the Agreement by any other person, firm, or entity not covered under the terms of the Agreement. Any rights or privileges that the concessionaire may have had in the space leased under his Concessions Rental Agreement, to the extent that such rights or privileges exist, terminate upon the expiration of the lease term or the State Fair Commission’s approval of a new concessionaire for the leased space.

SALES TAX
The Missouri Department of Revenue will provide a temporary sales tax license for exhibitors. Concessionaires shall collect and pay tax at the prescribed rate on gross receipts from all sales of merchandise and from sales of admission tickets, charges, and fees.

It is the responsibility of the concessionaire / exhibitor to pick up the sales tax number. Assignments designating date(s) of payment are made at that time. Failure to pay sales tax as assigned could result in closure of the business operation. The local tax rate is 8.1%.

SECURITY
Incidents of vandalism are few in number. When an incident does occur, it is normally minor in nature. The Missouri State Fair Security Department recommends the following if an exhibitor has a permanent structure of any kind on the fairgrounds:

1. Do not leave anything of value that can be easily removed if a break-in should occur.
2. All windows should be secured by shutters.
3. Doors should fit tightly and be locked with deadbolt locks rather than hasp-pad lock systems. Keys for the concession should be left in the Missouri State Fair Concessions Office for access in the event of an emergency.
4. Overhead and sliding doors should be chained and locked from the inside.
5. Appearance is very important. Structures that are well maintained and appear to have good upkeep are usually left alone.

6. Check on the structure from time to time through the year. Report any break-in or attempted break-in to the Concessions Department.

7. When visiting the building, make sure doors and windows are secure.

The Missouri State Fair assumes no liability for loss or damage to any property of the concessionaire or exhibitor.

SIGNAGE
Each concession location must have a sign in clear view for the public that identifies who the owner / operator is and where the home office is located.

All signage must be of professional quality and will not extend into aisles, streets, or any location other than the assigned space per Concession Rental Agreement. Under no circumstances will any concessionaire, person or firm be allowed to place signs, banners or other advertising matter on trees, fences, benches, historic structures, permanent buildings, or MSF Grandstand without written consent of the Missouri State Fair.

All promotion, advertising and signage activity is subject to the discretion and approval of the Missouri State Fair. Missouri State Fair reserves the right to require removal of any sign deemed unacceptable. Failure to comply will constitute grounds for forfeiture of agreement privileges and renewal rights.

SOUND LIMITATIONS
No band, orchestra, musicians, loud speaker, amplifier, radio or other sound device can be used unless the sound or amplification is confined to the area occupied by the concessionaire or otherwise approved by the Fair Commission. Decibel readings will be taken by State Fair Management at random.

Strike 1: If decibel readings spike over 105 three times in five minutes, concession owner / operator or on-site manager will be notified of infraction. Concessions Manager will remind them of policy and potential for loss of music / sound privilege.

Strike 2: At any point after allowing sufficient time for corrections to be made, a second reading will be taken. If decibel readings spike over 105 three times in five minutes, concession owner / operator or on-site manager will be notified of the infraction. They will also be notified that this is their second and final warning for the evening and another infraction will cost them music/sound privileges for the remainder of the fair.

Strike 3: At any point after allowing sufficient time for corrections to be made, a third reading will be taken. If decibel readings spike over 105 three times in five minutes, concession owner / operator or on-site manager will be notified of the infraction and music / sound privileges will be revoked for the remainder of the fair.

STORAGE TRAILERS
Trailers used for storage of supplies or offices as a direct part of concessions or exhibits may be permitted as directed by the Missouri State Fair Concessions Office. All trailers used for sleeping must be parked in the campgrounds unless otherwise approved by the Missouri State Fair. No tent camping is allowed on concessions locations. In general, all storage units are to be parked in the Vendor Storage Lot, and all sleeping units are to be in the Campgrounds areas.

TELEPHONE SERVICE
If an individual wishes to connect phone service to a booth, it is the responsibility of that individual to make arrangements with the phone company. (AT&T - 1.800.499.7928) Please provide this number to the Concessions Office so emergency information and messages can be given to the exhibitor during the Fair.

TRADEMARKED MERCHANDISE
Sale of Artist’s merchandise contracted to perform at the Missouri State Fair Grandstand may be prohibited on the day of said Artist’s performance(s).

TRASH COLLECTION
Each concessionaire is responsible for the appearance of the grounds in front and to the rear of his exhibit area. Refuse should be placed in appropriate containers. Trash bags should be used and ties must secure the bags. Cleanliness is a must. Violations will result in non-renewal of privileges.