



**Missouri State Fair  
Vendor & Concessions Department  
2023 Vendor/Concessionaire General Rules  
Fair Dates: August 10-20, 2023**

*The following rules and regulations are part of the rental agreement and are binding on both parties. Both parties agree that the Missouri State Fair reserves the sole and absolute right to construe provisions, rules and regulations to determine all matters and differences.*

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**General Information**

Vendors/concessionaires must grant the Missouri State Fair (MSF), its agents and representatives, at reasonable times and places, inspection and audit of all records concerning its operations.

The MSF, at its sole discretion, authorizes only such privileges as are required to supply the necessary wants of the fairgoers, or which 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, raffles, or gambling device will be allowed.

The MSF reserves the right to require that certain vendors/concessionaires comply with additional conditions and rules specific to the nature and type of the concession/service.

All ground leases or space contracts, unless otherwise specified, will expire with the close of the Fair each year. It is vendor/concessionaire responsibility to maintain up-to-date contract contact information. Communication will be done primarily through email. Be sure a current email address is on file.

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 within three (3) business days following the close of the Fair. The MSF 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.

All vendor/concessionaire personnel must work from the confines of the booth. At no time will they be allowed to work in the aisle space. If it is necessary to be closer than over a counter top, the counter must be set back into the booth at least 2 feet to allow attendant and prospective customer interaction and communication without being in the aisle. Displays must not block the view of other vendors/concessionaires. No person shall be permitted to distribute advertising matter, handbills, fliers, tokens or other material at the Missouri State Fair, except from their leased exhibit booth or display space. Tacking or posting of any advertisement, bill, sign, banner or printed matter other than within the contracted space is prohibited. No one shall be allowed to solicit, distribute materials in aisles, or while roving on the grounds. Anyone violating this rule is subject to immediate removal from the grounds.

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 immediate 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. Failure to comply with this section will subject lessee to immediate forfeiture of space privileges without reimbursement.

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 are welcome and must buy commercial exhibit space at the established rate; however, they will not be permitted to solicit for donations or support on the fairgrounds. 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. **No helium-filled balloons are to be distributed or displayed 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.)** Vendors will not be allowed to move locations after 5p.m., August 10.

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. Changes to product listing, items for sale, or menus will not be allowed after August 1. Food concessions must submit a complete menu. There will be no exceptions to this regulation.

Booths should be restocked only during time period designated. No unauthorized vehicles will be allowed onto the fairgrounds after 10 a.m. or before 10 p.m. and must enter the Fairgrounds through Gate 6 (24 hour gate) or Gates 4, 8, or 11 (6 a.m. to 10 a.m.). Vehicles entering Gate 4 and 8 must have the appropriate hangtag to enter these gates. Vehicles must be off grounds by 10 a.m. If restocking must be done at other times, an approved vehicle or golf car must be used in approved areas only and must be accompanied by a member of the Parking/Admissions staff or properly permitted. **No golf cars or vehicles will be allowed in restricted zones.** Any vehicle occupants are still required to pay daily admission rates.

#### **Admission Passes**

No free passes will be issued to the vendor/concessionaire or any of his/her employees. All persons connected with the operation of the booth/business shall pay the regular price of admission.

Vendors/Concessionaires have 3 options for admission:

1. Purchase advanced adult admission for \$15/ticket. Use the Parking/Admissions Order Form included in mailed contract packet to order admission tickets. Tickets can be mailed (until date indicated on form) or held for pick up. Advanced admission can also be purchased at the Business Office prior to opening day. Beginning August 10, admission tickets can be purchased at the Business Office for full retail price. No discount/advance rate tickets will be sold after close of business on Wednesday, August 9, 2023.

2. Photo ID Badge for \$105 per badge. The badge is good for all 11 days. Photo ID Badges must be ordered by July 1. **Vendor/Concessionaire must send a photo of the person, person's name and company name to Whitney Pollitt at [Whitney.Pollitt@mda.mo.gov](mailto:Whitney.Pollitt@mda.mo.gov)**

3. Purchase daily admission at the gate. To receive senior rate admission or to take advantage of daily admission specials, admission tickets must be purchased at the gate. Daily adult admission tickets are \$15/ticket. Daily gate/admission “specials” are only available at the Gate on the day of the special. Additional requirements (i.e. Coupons, canned food, etc.) may apply in order to receive admission “special” at admission gate.

Public parking is available at no charge. Restricted parking is available at a daily fee. **See Parking.**

Admission and Parking passes may be purchased and picked up from the Business Office from 8 a.m.-12 p.m. and 1 p.m.-5 p.m., Monday through Friday, prior to opening day.

#### **Alterations & Improvements to Leased Property**

A vendor/concessionaire shall not make any alteration to the premises leased under the Concessions Rental Agreement without first obtaining the MSF Commission's (or Fair management's) written approval of such alteration. The vendor/concessionaire agrees that any fixtures, permanent changes, or improvements it makes to the leased space shall immediately become the property of the MSF (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 MSF Grandstand. Change orders are not guaranteed due to limited staff and availability of monetary denominations.

**No personal checks will be cashed or accepted.**

#### **Booth Spaces**

**Agriculture Building** – Indoor, air-conditioned building is located on the south side of the Missouri State Fairgrounds. This building serves as an agriculture showcase for visitors. Fairgoers will have an opportunity to meet, interact and learn about the industry which drives our state's economy. Farmers, ranchers and commodity group representatives will be on site throughout much of the Fair. The building is jointly managed by the Missouri Department of Agriculture and the Missouri State Fair.



**Commercial Building** – This indoor, air-conditioned building is one of three vendor buildings located just west of the Missouri State Fair Grandstands. It is on the corner of Missouri State Fair Boulevard and Woods Ave.

**Mathewson Exhibition Center**- This indoor, air-conditioned, arena is the second of three vendor buildings and is located on the west side of the Fairgrounds, next to the busy Carnival. There are many events that take place in the Mathewson, including the Queen Contest, all equine competitions including the very popular Draft Horse Hitches, and the Military Appreciation Day Ceremony, to name a few. Booth spaces are located on the upper level concourse.

**Varied Industries**- The Varied Industries Building is the last of the three indoor, air-conditioned vendor buildings. It is located just south of the Grandstands and north of the Agriculture Building.

**Outdoor Booth Space**- Outdoor booth space is available along designated roadways and in the Machinery Grounds. Outside booth space pricing is dependent on location, size, and additional amenities needed. Outdoor booth space on roadways is rented per front foot, with a 10ft minimum. Machinery Grounds space is mainly utilized to display Agriculture related implements and equipment. Lot sizes vary and pricing is based on Ag related displays vs. Non-Ag related displays.

MSF will not be responsible for any damage to exhibits, merchandise, or concessions caused by theft, wind, hail, fire, water, or any cause whatsoever. Vendor/Concessionaire agrees to defend at its own expense, indemnify and save harmless the MSF 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 whomsoever, occasioned by or growing out of or in any way connected with the occupational use of the leased premises or activities associated therewith.

#### **Building Hours**

★ Commercial exhibit buildings are open to the public from 9 a.m. to 9 p.m. on Thursday, August 10-Saturday, August 12, and Friday, August 18-Saturday, August 19, 2023. Hours will be 9 a.m.-8 p.m. on Sunday, August 13-Thursday, August 17, 2023. Hours on Sunday, August 20 will be 9 a.m. to 6 p.m. Exhibit buildings will open at 8 a.m. for Vendors to restock product.

#### **Business Hours**

Vendor/Concessionaire business hours are from 9a.m. to 9p.m. on Thursday, August 10-Saturday, August 12, and Friday, August 18-Saturday, August 19, 2023. Hours will be 9a.m.-8p.m. on Sunday, August 13-Thursday, August 17, 2023. Hours on Sunday, August 20 will be 9a.m. to 6p.m. Vendors/Concessionaires must remain open until at least the time indicated above but hours may be extended if you wish to remain open and the traffic warrants. Opening hours may be earlier for food concessionaires serving breakfast.

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 MSF during all days of the Fair shall forfeit all rights to that space. See **Release Times** for more information.

**NO exhibit or concession may be removed prior to 6 p.m. on the last day of the Fair.** Missouri State Fair Boulevard exhibits in front of the State Fair Grandstand however, they 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 vendor/concession/exhibit may operate prior to or after the agreement period without written consent.

#### **Camping - Vendor/Concessionaire**

Only one reserved campsite allowed for each concessions rental agreement contract.

The inner campground is located north of the Mathewson Exhibition Center and is available to concessionaires on a first come, first serve basis, according to date received by the Business Office. All spaces will be reserved.

The disabled campground is located at the east end of the inner campgrounds. A disabled license number or a doctor's letter must accompany the request or it will be denied.

Specific campsites may be requested but are not guaranteed.

No camper will be allowed to pull into an assigned space before his/her reserved date unless the following two conditions are met: 1.) the space is open between the camper's arrival and the start of the camper's reservation; and 2.) the camper pays for each day he/she occupies the space.

Payment for the campground site must accompany the request.

All campers must pay admission if entering the Fairgrounds.

Only one vehicle per campsite will be allowed. Limited additional parking may be available. Violators will be towed at the owner's expense.

Tampering with utilities is prohibited. Opening, modifying or otherwise tampering with electric pedestals or other utilities will result in expulsion from the campground with no reimbursement of fees or expenses. Additionally, commercial exhibitors not complying with this rule may not be offered contract renewals for the following year.

No overflow or discharge to the ground will be permitted from any vehicle.

Re-selling or subletting a campsite will not be permitted. Violators will not be given renewal options and will forfeit all paid fees.

Absolutely no cooler with alcoholic beverages will be allowed inside the inner gates of the Fairgrounds. No excessive noise is allowed. Violators will be removed from the grounds and will lose camping fees and privileges.

There will be no refunds for campsites.

Deadline for camping reservations is April 20. Reservation form (included in contract packet) to be returned to the Business Office. Failure to return reservation form or payment will result in cancellation of camp sites.

### **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 vendor/concessionaire's expense. Vendors/concessionaires are responsible for their own signs. Magic marker or cardboard signs are prohibited. Signs must be of professional quality. Vendor/concessionaire 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. Vendor/concessionaire shall not drive nails, hooks, tacks, staples, or screws into walls, ceilings, or doors. Crepe and corrugated paper decorations are prohibited. Items used as decoration must meet the MSF Fire Department inspection standards.

Tents may be obtained at an additional charge. The fee includes set-up, take-down, and tent rental for the duration of the Fair.

**Contact the Business 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 vendor/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 vendor/concessionaire. 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 the Grandstand at ADA parking lot. Entrance height at the Main Gate on 16th Street is 11' 6".

No unauthorized vehicles will be allowed onto the fairgrounds after 10 a.m. or before 10 p.m. and must enter the Fairgrounds through Gate 6 (24 hour gate) or Gates 4, 8, or 11 (6 a.m. to 10 a.m.). Vehicles entering Gate 4 and 8 must have the appropriate hangtag to enter these gates. Vehicles must be off grounds by 10 a.m. If restocking must be done at other times, an approved vehicle or golf car must be used in approved areas only and must be accompanied by a member of the Parking/Admissions staff or properly permitted. **No golf carts or vehicles will be allowed in restricted zones.** Any vehicle occupants are still required to pay daily admission rates.

★ Any Vendor who sells large merchandise during the Fair must advise the customer that the merchandise can be released for pick up either after the building/area closing time (please see **Building Hours**) or before 10 a.m., daily. Any special arrangements made are

the responsibility of the Vendor. No special credentials will be issued by MSF for this purpose.

### **Drawings/Give-Away**

All give-away items must first be approved by the Vendor/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 vendors/concessions that intend to hold a prize drawing must obtain written consent from the Vendor/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 Vendor/Concessions Department.
4. A sign must be posted next to the drawing box informing persons signing up for a prize drawing they are subject to sales appointments, contacts, or calls as a result of completing the entry form, and establishes a relationship that removes the patron from the "do not call" list.
5. Failure to comply with the above requirements could result in loss of renewal opportunities.

### **Electrical Services**

Inside space will have access to one (1), 110-volt 20-amp receptacle at no additional charge. Vendors/concessionaires 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.

Most electrical power lines are 13' 6" high.

Vendors/concessionaires who plug into another vendor or concessionaire'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 MSF. Charges will be made according to the size of the service box. The Fair electrician will be responsible for hook-up. The MSF 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 vendors/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.

#### Emergency Fire Department

Phone Number: 660-530-5752

#### Employment Service

Vendors/concessionaires may receive assistance in filling job vacancies by contacting the Personnel Office in the historic Administration Building across from the MSF 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 a.m., **with the exception of Sunday sales, which will stop by 12 a.m. (midnight). Product servings shall be removed from concession space by that time.**
2. Cups will be clear-translucent or pre-approved souvenir cups, of a size not to exceed 22 ounces. Yard or bone style cups will not be allowed. No cans, glass bottles, or aluminum bottles will be allowed.
3. **All alcoholic beverages sold on the Missouri State Fairgrounds are for one time purchase. No refillable alcoholic beverage containers will be allowed.**
4. 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.
5. No alcoholic beverages will be allowed in the livestock barns.



Vendors/concessionaires who have questions should contact the Vendor/Concessions Department.

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 placed 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 Vendor/Concessions Department or by contacting the Missouri Department of Health in Jefferson City (573-751-6090.)

Pursuant to the Fire Marshals' Office's requirements, all concessionaires using oil to cook/fry or food preparation that results in grease residues must be equipped with one 10-pound ABC fire extinguisher and one 2 ½ gallon Type K fire extinguisher per cooking facility. Cooking facility is defined as – cooking area, mobile or fixed, kitchen, or building where kitchens are separated and each kitchen has more than 12-ounces of oil heated at one time. Oil use quantities of 12-ounces or less will be handled on a case by case basis by Fire Marshal regarding requirement for Type K fire extinguishers. Those using greater than 12-ounces will require Type K fire extinguisher.

All concessionaires using portable propane gas tanks of 100-pounds and smaller shall secure all tanks (full or empty) using mechanical device, steel chain or steel cable. Securing shall be to the concessions structure, trailer or 5ft. T-post (measured after positioned).

Beverage service only tents and structures with electrical service must have an ABC fire extinguisher of 2.5 pound or larger.

All units (permanent and temporary) will be inspected for proper equipment by the Fire Marshal's Office. Vendor/Concessionaires should see to it that the proper equipment is mounted in an easy 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. Please contact the Business Office for a list of contracted purveyors.

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.

Any food concessionaire wishing to issue samples may not exceed a 3oz. sample size of product.

★ Food/Beverages at Grandstand  
Outside food or drink is not allowed into the Grandstand, except for bottled water/Gatorade at initial entry into Grandstand. The Missouri State Fair reserves the right to add or change prohibited items, depending on the concert/artist/event.

★ Food Safety Training  
Food safety training will continue to be a requirement for all concessionaires. Each booth or stand must have at least one person on duty that has completed one of the food safety trainings.

This year there are two options for completing the required training. The traditional onsite training will be provided as usual. The second option is an online training that can be completed prior to the fair and a certificate printed to show during inspection at the fair.

The onsite training will be given:  
Wednesday, August 9 at 10 a.m. at the Dr. Taylor Woods Youth Center – Sales Arena

Those attending the onsite training will be provided proof of attendance to present when requested by DHSS inspectors. The link to the online training can be accessed on the DHSS Food Safety Website at:

<https://health.mo.gov/safety/foodsafety/index.php> .

Vendors taking the training should click on the link that says State Fair Food Vendor Training and then hit the play button. Follow the onscreen instructions to complete each slide of the training.

On the final screen click on the certificate button on the slide to finish and print the completion certificate. The trainee should be sure to change the date in the date box clicking on the box and then clicking on the button at the end of the line. The trainee should then select the date of completion on the calendar that appears. After printing the certificate exit the program. Fill in the information requested to be listed in the DHSS database of who completed the training. The trainee will need to present a copy of their certificate when requested.

★ Liquor Control Meeting  
Representatives from the Missouri Division of Alcohol and Tobacco Control will be holding their mandatory meeting for all concessionaires that serve alcohol on Wednesday, August 9 at 11 a.m. at the Dr. Taylor Woods Youth Center – Sales Arena.

#### **Golf Carts ONLY – No ATV's or UTV's**

Only golf carts with proper permits will be allowed on the Missouri State Fairgrounds. Permits are issued only when a specific need is identified by fair management. Golf cart 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.**

Approved vendor/concessionaire's golf cart permits must be purchased in the Business Office. **(Golf carts in use but not displaying the appropriate permits and name identification are subject to removal from the grounds.)** Requests for golf cart permits must be made in writing with the request for Golf Cart

Application due by June 15. A form with additional regulations is available in the Business Office. Golf Cart permit must be displayed where Permit number is clearly visible.

#### **Hotels & Motels**

A list of hotels and motels is available on our website, [www.mostatefair.com](http://www.mostatefair.com), or by contacting Sedalia Area Chamber of Commerce at 800-827-5295.

#### **Information Booths**

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.

Vendor/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 whomsoever, 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.

Lessee must obtain at his own expense and submit to the Missouri State Fair directly from their insurance agent, 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, vendor/concessionaires 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, and "The Workers' Compensation Law." Vendor/concessionaires' 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: Vendor/concessionaires 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 vendor/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 vendors and concessionaires are required to have minimum general public liability insurance coverage on the Fair operation. The Vendor/Concessions Department 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 Vendor/Concessions Department prior to established deadlines (July 15) will result in cancellation of rental agreement or forfeiture of renewal privileges.

The vendor/concessionaire may purchase insurance through the company of their choice. Upon request, Vendor/Concessionaire Department will provide insurance application paperwork for a company of the Missouri State Fair's choosing. **(Policy shall be directly purchased from insurance provider by cashier's check or money order.)**

#### **Logo Use**

Use of the name Missouri State Fair or any part of its graphics program is **strictly forbidden without 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 may be 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 and 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 vendor/concessionaire must pay damages resulting from noncompliance. This includes both material and labor charges. All vendors/concessionaires not complying fully with this regulation may have privileges revoked.

#### **Parking**

The Missouri State Fair offers free general admission parking. Vendors/Concessionaires may choose to purchase restricted daily parking passes/hangtags for specified lots. Each restricted parking hangtag is good for one (1) day and there is a limit of 22 hangtags per contract. These designated lots are filled first come, first serve for those with appropriate passes/hangtags. To purchase parking passes/hangtags, vendor/concessionaire must complete and submit the Parking/Admission Order Form (included in contract packet) to the Business Office prior to the start of the Fair. Parking passes/hangtags will not be sold over the phone.

Entry gates and restricted parking lots are color-coded, and vehicles allowed to park in a designated restricted lot are provided a hang tag of that color. The hang tag **MUST** be displayed from the rear view mirror in the vehicle. These hang tags are also authorization to

enter the gate coded in the same color nearest to the assigned parking area. Overnight parking is not available in the free, general admission parking lots or designated, restricted parking lots. Hangtags must be verified daily by MSF Parking/Admission staff. Failure to park in the assigned area, to display a hang tag, or to daily verify hangtag will result in the vehicle being towed. If a vehicle is towed and impounded, a minimum fee of \$75.00 must be paid before the vehicle is released.

#### **Payments**

**No space can be occupied until the balance of all amounts owed is paid. In accordance with Missouri State Statute, up to a 2% plus \$0.50 convenience fee will be assessed to the customer for each credit card transaction. In accordance with Missouri Law, MSF is not permitted to pay convenience fees on credit cards, e-checks and ACH payments. Due to this change in Missouri law by the state legislature, customers that make online and in-person payments using these methods will now incur a separate convenience fee in addition to any applicable filing fee.**

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. All payments will be made in and processed by the Business Office. **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 vendor/concessionaire. However, any deposits made pursuant to this rental agreement will be returned in such event.

The MSF hereby executes and grants to the vendor/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 10, 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 vendors or concessionaires with sound devices necessary to conduct business. If sound becomes offensive to neighboring vendors or concessionaires, management reserves the right to issue warnings to the offending vendors/concessionaires. If the situation is not resolved after two warnings, the offender's electric service will be disconnected or vendor/concessionaire will be asked to vacate the grounds.

#### **Purveyor Lot**

The purveyor lot located within the Inner Campgrounds, north of the Mathewson Exhibition Center, is reserved for product storage vehicles only. No bunkhouses or camping allowed. Permits for purveyor lot parking must be paid for in the Business Office prior to parking in purveyor lot. Lots within the purveyor lot are assigned and space is limited.

#### **Refund Policy from Vendor/Concessionaire to Fairgoer**

Vendor/Concessionaire refund policy must be posted in clear view, within each stand or booth space so it is visible to the customer. Refund information must be given to all customers, including a phone number and address for them to contact you if they have a question. Your refund policy must be stated on the order sheet or in the brochure that is given to customers.

#### **Release Time**

The Missouri State Fair considers public safety its first priority. If at any time it is determined that moving vehicles puts the safety of fair goers, exhibitors, vendors or its staff at risk, Fair management reserves the right to revoke this plan and restrict the movement of all vehicles in any area of the Fairgrounds.

Sunday, August 20, 2023, 6 p.m. - Building and outdoor exhibits (commercial and competitive) may begin breaking down. All booths and displays must be intact, open for fairgoer viewing and fully operational until 6 p.m. Machinery Grounds may begin breaking down and exiting the Fairgrounds at 6 p.m. Gates will open to vehicle traffic at 6 p.m. **NO VEHICLE TRAFFIC WILL BE ALLOWED ON THE "T" (WOODS AVENUE & MISSOURI STATE FAIR BLVD) AT THIS TIME.** Sunday, August 20, 2023, 6:30 p.m. – Tentatively, vehicle access to the "T" area will begin at 6:30 p.m. Fair management will make this determination based on the amount of pedestrian traffic still in the area as well as confirming that attendees have had the opportunity to safely enter the Pepsi Grandstand.

#### **Renewal of Privilege**

In order to attract and maintain quality concessions and vendors, it is the practice of the MSF to extend renewal opportunities to vendors and concessionaires. However, the MSF 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 MSF 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 occupying property of the State or renting any building upon the Fairgrounds must properly maintain the building and must notify the Vendor/Concessions Department (by returning the space rental agreement within the specified time period) if it is his/her 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 vendor/concessionaire who does not wish to apply to renew his/her 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. Vendors/concessionaires will be notified if their request(s) is granted.

All units/displays must meet the Missouri State Fair Vendor/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 vendor/concessionaire shall neither assign the Concessions Rental Agreement, in whole or in part, nor permit the use of any part of the spaced 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 MSF Commission's approval of a new vendor/concessionaire for the leased space. Re-selling or subletting of vendor/concessionaire space will not be permitted. Violators will not be given renewal options and will forfeit all paid fees.

As a rule, all assumed rights/privileges in respect to the leased space are nonexistent for transfer. Space cannot be transferred to a new owner with the sale of a business. The Missouri State Fair may, however, approve transfers when it is in the best interest of the Fair. A concessionaire/vendor desiring to transfer interest should notify the Concessions Office in writing. Decisions will be based on whether the transfer will provide the best return rate for the Missouri State Fair. Factors the Missouri State Fair will consider include, but are not limited to, the multiple ownerships, experience, financial stability, length of time spent on waiting lists, and other health, safety, and enjoyment factors. The Concessions Office will notify the concessionaire/vendor of the final decision regarding rasher. Notification will be in writing. Renewal rights may not be sold.

#### **Sales Tax**

The Missouri Department of Revenue will provide a temporary sales tax license for concessionaires/vendors. Concessionaires/ vendors 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. **The current local tax rate is 8.225%.** Tax rate is subject to change.

Each Vendor/Concessionaire is required to register for a Missouri Tax ID. Vendors that are sole owners can submit the Missouri Special Events Application Form 2643S. If the vendor is an LLC or Corporation they will be required to register using the Missouri Tax Registration Application Form 2643A. It is the responsibility of the concessionaire/vendor to obtain the sales tax number.

Contact the Taxation Division P.O. Box 357 Jefferson City, MO 65105-0357; Phone: (573) 751-5860; Fax: (573) 522-1722; E-mail: [businesstaxregister@dor.mo.gov](mailto:businesstaxregister@dor.mo.gov)

See insert in contract packet or visit <http://dor.mo.gov/business/register/> for additional information. Failure to pay sales tax as assigned could result in closure of the business operation.

### **Security**

Incidents of vandalism are few in number. When an incident does occur, it is normally minor in nature. The MSF Security Department recommends the following if a vendor/concessionaire 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 vendor/concession should be left with the MSF Vendor/Concessions Department for access in the event of an emergency. Vendor/Concessionaire should check with the Concessions Department to ensure a key to their building(s) is on file. If not, the Vendor/Concessionaire is required to supply a key(s) to the Concessions Department. Failure to provide the Fair with proper keys could result in termination of your Concessions Rental Agreement Contract.
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 Vendor/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 vendor.

### **Setup**

Buildings will be draped and ready for move in by Monday, August 7, 8 a.m.-8 p.m.; Tuesday, August 8, 8 a.m.-8 p.m., Wednesday, August 9, 8a.m.-8 p.m.

Outside and Machinery Grounds vendors may begin move in on Saturday, August 5.

Overnight security will begin operations Wednesday evening,

August 9. **The Missouri State Fair is not responsible for lost, stolen or damaged items.**

All booth spaces should be set up and operational by 9 a.m. opening day, August 10.

If you need to set up outside these dates and hours, you must get approval from Concessions/Vendors Office.

### **Signage**

Each vendor/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 vendor, 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 MSF. MSF 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.

### **Snack Attack Coupons**

Food Concessionaires that wish to be on the list for Snack Attack coupons must notify the Business Office by March 15. Snack Attack coupons **MUST** be returned to the Business Office no later than September 15th in order to receive a reimbursement for collected Snack Attack Coupons. Any returned after September 15 will be a credit to account. Must be current years cards.

### **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 vendor/concessionaire or otherwise approved by the MSF Commission. Decibel readings will be taken by MSF Management at random.

**Strike 1:** If decibel readings spike over 105 three times in five minutes, vendor/concession owner/operator or on-site manager will be notified of the 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, vendor/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, vendor/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 vendors, concessions or exhibits may be permitted as directed by the MSF Concessions Department. All trailers used for sleeping must be parked in the campgrounds unless otherwise approved by the MSF. No tent camping is allowed on vendor/concessions locations. In general, all storage units are to be parked in the purveyor storage lot and all sleeping units are to be in the campgrounds areas.

### **Telephone & Wi-Fi 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 – 800-499-7928) **Please provide this number to the Vendor/Concessions Department so emergency information and messages can be given to the vendor/concessionaire during the Fair.** Any vendor needing a dedicated internet line will need to contact Rick Lashley of GoNetSpeed @ 207-688-8887.

### **Trademarked Merchandise**

Sale of artist's or entertainer's merchandise contracted to perform at the MSF Grandstand may be prohibited on the day of said artist's performance(s).

### **Trash Collection**

Each vendor/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.

### **Vendor Specials**

Each year the Marketing/Publicity office puts together a handout for fairgoers listing all the available Vendor/Concessionaire special deals and where they can be found. Handouts are given out at each Information Booth. If you are interested in participating, complete the Vendor Specials form included with your contract packet and return to the Marketing/Publicity office by July 1. If you agree to participate in the Vendor Specials, you are expected to honor the advertised deals. If you need to change or cancel your special, contact the Marketing/Publicity office by July 1.

### **Water**

Water service to buildings that are non-essential in the off-season will be turned off by October 1.