

Allegan County Agricultural Society
Allegan County Fair
Booth & Concessions Rules, Policies & Procedures

The management of the Allegan County Fair (Lessor) reserves the right to interpret and apply these policies, procedures and rules as it deems appropriate in the best interest of the public and furtherance of the Fair's statutory duties.

The Allegan County Fair Board and Executive Director authorizes contracts of privileges to serve the comfort, convenience, pleasure, needs and wishes of the Allegan County Fair's large and diverse audience. Fair Management reserves the right to prohibit the showing of any attractions, exhibit, animal, or concession that may be falsely entered or represented, or to remove any attraction, concession, exhibit, sign, display material, merchandise, animal or advertising if it is contrary to law or a violation of the fair's valid interest in providing for the health, safety, protection and best interest of the public. Privileges will not be contracted, nor will business pursuits be permitted, which are not conducted safely, ethically and in a manner consistent with the mission of the Fair, as determined by the Allegan County Agricultural Society (Allegan County Fair). The Allegan County Fair Board, Manager, and staff will use every precaution to guard against extortion practiced upon patrons of the Fair.

A violation of the terms and conditions of a contract agreement or the rules, policies and procedures of the Allegan County Fair may cause the full amount of the contract to become due and work a revocation and forfeiture of all privileges therein granted to a contract, in which case all sums paid or to be paid shall become the property of the Allegan County Fair as liquidated damages and cause will be created for expulsion of the lessee from the fairgrounds as Fair Management may direct. The Society shall have a lien on all property kept, used or situated upon premises assigned for the lessee on the fairgrounds for any unpaid fees due the Society and any damages sustained by the Society by breach of contract by the lessee.

Allegan County Fair Contract agreements, any portion(s) thereof, as well as the privileges, duties, responsibilities, obligations and interest granted therein, may not be assigned, sold, transferred, devised by will, hypothecated or otherwise disposed of, except with the written consent of the Allegan County Fair; nor may lessee subcontract or sublet space or privileges to any other person or firm. Obligations provided for in said contracts, including, but not limited to payments for insurance, utilities and/or special services, shall remain the obligation of the initial lessee regardless of approved assignment.

All contracts are independent contractors in their relationship with the Allegan County Fair. As such, all aspects of a lessee's operation, including, but not limited to, staff conduct and appearance, maintenance of appropriate and reasonable sound levels, handling consumer complaints, hours of operation and any other requirements placed on the lessee by the Fair are

the responsibility of the lessee. The physical, on-site presence of the lessee, or Fair approved representative of the lessee, is a condition precedent to the granting of the contract. In the event a contract should sell all or part of its attraction, concession, and/or exhibit to a third party and/or the current owner(s) should, for any reason, cease to be active in the daily management and operation of same, the Fair at its sole option, shall have the right to terminate the contract.

The Allegan County Fair shall designate the area(s) where each lessee may present their attraction, concession, and/or exhibit during the Fair. The location(s) shall be selected solely by the Allegan County Fair and the Fair, through its duly authorized agents or officers, shall at all times have free access to each lessee's area(s) of operation for the purpose of inspection and to insure compliance with contract terms and conditions, as well as Fair rules, policies and procedures.

Each contract is issued for the exhibition or sale of specific goods, products and/or services. You may only sell or exhibit that which has been approved and is reflected on your contract. You may not advertise or distribute information on behalf of any third party. The sale, distribution, sampling, promoting or exhibition of unapproved products or services may result in contract cancellation. Requests for product adjustments or additions must be received by July 30.

The site(s) assigned for use under any license may not be occupied until the original copy of the contract has been signed by the lessee whose name appears on the agreement and returned to the Allegan County Fair with the required payment. Consult your contract for specifics regarding deposits and deadlines, etc.

All business dealings are to be conducted within the confines of the site designated by the fair personnel. No structure, stand, or booth may exceed the confines of the site indicated by fair personnel. Products, displays, signs and/or equipment may not be stored or placed outside or on the exterior of any concession or exhibit without the prior approval of fair personnel.

Misrepresentation of any type, including, but not limited to, attraction, exhibit or concession ownership, products and/or services offered, operation, mechanical condition or appearance in the contract process or photograph provided therewith, shall be grounds for contract cancellation, forfeiture of any payments made and immediate removal from the Fairgrounds; in which case the affected lessee shall waive all claims for damages against the Fair, its officers, agents, and employees.

Everyone entering the fairgrounds, including employees and delivery personnel, will need an admission ticket each day to enter the fairgrounds. Please see Space Rental Contract for provision of passes. There will be no passes except as provided in the Space Rental Contract.

In the event of rain or inclement weather, outside exhibitors and concessionaires may cover and

protect their merchandise, but must continue to staff their exhibit/concession and immediately remove such protective covering(s) and re-open for business for the remaining hours of operation prescribed when such weather passes.

PERSONNEL REQUIREMENTS

Persons working in any concession or exhibit are considered the employees of the lessee. The lessee is responsible for the acts, errors, omissions, representations, appearance, conduct and behavior of their employees. Lessee is also responsible for their employees' compensation and unemployment coverage, social security taxes and other federal and state employment requirements. Independent contractor relationships or subleases between lessee and their employees are prohibited.

Lessee and their staff must be clean and neat in their personal appearance, hygiene and dress at all times during the operation of any concession or exhibit.

Impolite, foul or abusive language or conduct will not be tolerated; nor will use of alcoholic beverages or drugs while on duty.

The fairgrounds is a gun free zone. Concessionaires/Exhibitors are strictly prohibited from carrying a weapon or firearm within the fairgrounds or exhibit space.

The Allegan County Fair strongly supports the human dignity of each individual. It therefore condemns, opposes and will not tolerate any behavior on the part of any member or its community which constitutes discourtesy toward or unnecessary touching of fair employees and/or fair guests, sexual harassment, offensive behavior or workplace violence.

INDEMNIFICATION

The Allegan County Fair assumes no responsibility for any accident, injury or mishap which may befall you, your employees or members of the fair-going public.

The Fair will not be responsible for losses or the security and protection of property and merchandise belonging to lessee anywhere on the fairgrounds except in cases of negligent acts or omissions of lessor or its employees to the extent provided by law. The fair will provide general grounds security from the evening before fair opens to closing time the last day of fair. However, it is strongly suggested that lessee's take adequate steps to avoid theft or damage to their property. Any loss or damage should be reported to the Allegan City Police Dept. Fair security can assist you in making this contact.

Lessee shall waive any claims against the Fair for liability arising out of any damage done to their concession, exhibit, products or property from any cause. The risk of loss occasioned by all of the operations, installations, acts, errors and omissions of the lessee or the employees and agents of the lessee on the Fairgrounds shall be that of the lessee, not the Fair. Lessee shall not

seek contributions, damages or indemnification from the Fair for any loss so occasioned.

Lessee shall assume all liability for injury to persons, including death, and for damage to property arising from accidents or other causes incident to movement, set up, tear down and operation of their exhibit or concession on the Fairgrounds and release the Fair from any liability, including, but not limited to, liability for lessee's employees and to its workers' compensation insurance carrier for injuries sustained by lessee's employees in the course and scope of their employment.

It shall be the duty of the lessee, support equipment and service contractors, and their insurers, to protect, defend with counsel acceptable to Fair, indemnify and hold harmless the Allegan County Fair from all damages, costs, attorney and court fees, and other claims arising out of their actions, errors, omissions, movement, set up, tear down and operation of their exhibit, concession or support equipment and/or provision of services(s) on the Allegan County Fairgrounds.

ALLEGAN COUNTY FAIR PROPERTY

Persons and organizations using Allegan County Fair buildings and/or property contrary to its rules and/or in a manner causing damage are subject to a fine of up to \$2,500.00 and are responsible for the actual cost of repairs and/or replacement at the discretion of the Allegan County Fair Board, or its representative(s).

Lessee and their employees may not move benches, picnic tables and trash or recycling containers placed by the Fair for public use. The movement or damaging of any trees, shrubbery, flowers or other vegetation and decorations on the Fairgrounds is also prohibited. Lessees may be charged for any such damage. Lessee is responsible for the maintenance, improvement, repair and restoration of their assigned site. Assigned sites must be left in the same condition as found upon set up.

Inventories of merchandise, goods and supplies must be stored neatly out of the sight of Fair patrons. Maintenance and clean-up of the concession or exhibit booth/space during the Fair is the responsibility of the Concessionaire/Exhibitor. Exhibitor/Concessionaire is responsible for removing all packing materials, bulk trash and other refuse from the booth/space to the nearest trash dumpster. DO NOT ask Allegan County Fair staff to clean your booth/space or remove your trash. Upon leaving all refuse must be placed in a trash dumpster.

SMOKING

Smoking is strictly prohibited in all public buildings on the fairgrounds.

PROHIBITED MERCHANDISE AND PRIZES

The display, sale, distribution or use of weapons, this includes replica items, (including, but not

limited to, firearms, knives, whips, martial arts items, chains, studded jewelry) fireworks, drug paraphernalia, full face masks, laser pointers and pens or pornographic materials of any type, as well as their use as game prizes, is prohibited. Use of live animals and cigarette lighters as game prizes is also prohibited. Fair Management discretion will be final in making a determination with respect to such matters.

SET UP AND TAKE DOWN

All time zones for set up and take down along with concession/booth manning and open time zones must be followed as written on lessee's space rental contract. Any assigned space not occupied and open during these time zones will be considered abandoned, lessee's contract will become null and void, all payments will be forfeited, and the space will revert back to the lessor.

Please observe the following during fair preparation, set up, operation and tear down:

- Use only established streets and drives for access to display lots, exhibit buildings or concession areas.
- Do not drive across boulevards or sidewalks to park or for access to your concession or exhibit areas.
- Do not double park.
- Booth/space must be left in the same condition as found upon set up. This includes clean up of all refuse, wood chips, temporary shrubs, etc.
- All property must be removed from the fairgrounds Sunday, the day after close of fair. The Allegan County Fair is NOT liable for any items left on the fairgrounds.

Booths and Structures

Inside building space:

Showcases must be in good repair and adequately lighted. All tables and counters must be clean and neatly covered and draped or finished on all sides exposed to the public. Carpeting placed in booths must be clean, taped down on all edges and must not exceed the lessee's booth size.

Outside structures and space:

Food and beverage concessions must also comply with the standards of the Michigan Department of Health and the Allegan County Health Department.

All stands and structures must be professionally constructed, in good repair, well maintained, structurally sound, neat in appearance and meet current applicable Michigan and local jurisdiction fire codes, as well as state building, electrical, safety, disability access and sanitation codes applicable to same. Structures not complying with the provisions of this policy may be ordered to be torn down and/or removed.

All excess boxes, cartons, window coverings, merchandise, etc. must be placed in an enclosed storage area out of public view. Visual screening to hide service equipment and storage from

public view immediately adjacent to concessions and exhibits must be located on assigned site.

Where appropriate, trailers and other portable concessions must have proper perimeter skirting to hide the under carriage, wheels, chassis, trailer hitch, etc.

MAINTENANCE, REPAIR, REMODELING AND IMPROVEMENT REQUESTS/PERMITS

Approval must be obtained from the Fair for any work a lessee wishes to undertake on the fairgrounds, including all remodeling, new construction, maintenance, improvements, excavation, equipment or tent installation, whether to portable (temporary) or permanent facilities, particularly when involving utilities. Forms must be submitted along with photos, drawings, specifications and complete plans. Permits from Michigan Township Services for work on permanent structures on the fairgrounds may be required. Permits will be the sole responsibility of the lessee.

SOUND SYSTEMS

Sound systems (loudspeakers, amplifiers, radios, broadcasting devices, music systems or instruments) may not be used or operated unless permission is first obtained from the Fair. If approved, such systems and equipment will be controlled as to volume levels, operation hours, location and manner of operation by fair personnel. Approved sound and music systems or instruments; i.e., organs, pianos, etc., must be kept at volume levels that do not disturb normal business in adjoining attractions, exhibits and concessions or activities in adjacent public space. Fair Managements discretion will be final in all such circumstances and the fair reserves the right to revoke permission to use such equipment if these provisions are not observed.

Products or service demonstrations, “Pitches” or “grind tapes” will not be allowed unless specifically approved by the Executive Director with respect to time, place, manner, content and sound volume.

ALLEGAN COUNTY FAIR GRAPHICS USE

Use of the name Allegan County Fair, the Fair’s logo or any aspect of the Fair’s graphics is forbidden without the written consent of the Allegan County Fair.

SIGNS AND ADVERTISING

You may not advertise or distribute information about anything other than those products/services that are specifically approved and indicated on your contract; nor are you allowed to advertise or promote your products services at any fairground location other than your assigned site.

All signs, banners, posters, etc. must be professionally made, neat in appearance and of a size, type and placement that does not block or affect your neighboring exhibitors, concessions, or

any Fair activities, advertising or events. Banners must be hung taut within the designated exhibit space.

All signs and product displays must be placed inside your assigned site and may not be affixed to any exhibit/building walls or pillars. Advertising outside your site or on trees, gates, light poles, etc. is strictly forbidden.

Lessee may not advertise any product by brand name, trademark or trade name on or facing the outside of any concession or exhibit. Such advertising shall generally be restricted to menu boards that are placed well inside concessions. Menus may be posted on the outside of concession stands, providing they are professional in appearance and do not list any item by the manufacturers' brand name or trademark.

No "A" boards or freestanding sign boards will be permitted unless approved by the concessions and exhibits department.

No gummed or adhesive backed labels, stickers or signs are allowed on the fairgrounds.

The use of hand lettered or felt-marker signs is not allowed.

FOOD AND BEVERAGE SAMPLING

Food and beverage sampling is not allowed (including water) except on "Taste of Allegan County Fair" Day and only at Food Concessions. Items offered must be listed on your contract.

MEDIA AND PROMOTIONS

Never speculate or repeat rumors. In order to prevent the conception of spread of misinformation, it is essential that all media information come from a single source. As a concessionaire or exhibitor, you may speak on behalf of your business. However, you may not speak on behalf of the Allegan County Fair. All media personnel and inquiries should be directed to the Executive Director.

MACHINERY REGULATIONS

Lessees and their employees exhibiting or operating power-driven machinery or tools must comply with OSHA Safety and Health Administration Standards and requirements for presenting, operating and guarding such power-driven machinery and tools.

PARKING AND TRAFFIC

No specially designated on-grounds parking area is set aside for lessees and their employees. You must go with the flow of parking as you enter the fairgrounds. You may not park by the building where your booth is located or at your assigned site location. Your vehicle will be towed if parked in an area not designated as a parking lot.

During Fair you may park near your building or concession to load and unload your vehicle prior to 11 am daily. You may not block traffic, buildings or other exhibitors or concessions while doing so. You will be given 15 minutes to load and unload your vehicle. You must move said vehicle to the designated parking lot after this time period.

Lessees are allowed golf carts during fair. You may only use your golf cart on the main midway of the fairgrounds prior to 11 am daily. There are maps at the main fair office showing designated areas of the fairgrounds for travel with golf carts. You must respect traffic and pedestrians on the fairgrounds. Only persons with drivers licenses may operate golf carts. No motorcycles are allowed in fairgrounds.

GREY WATER

The State of Michigan does not allow you to dump grey water on or into the ground. You must use a tank and dispose of the water properly. You are allowed to put grey water in our dump station or if renting a tank the local company will pump it out for you.