

**CONCESSION AND COMMERCIAL EXHIBIT SPACE RULES
2012 ALLEN COUNTY FAIR**

1. No one may offer anything for sale or give anything away on any part of the Fairgrounds during the Fair without first obtaining a contract for space for such sale or giveaway.
2. No one may set up any game, concession or exhibit before or during the Fair without first obtaining a contract for such game, food concession or other exhibit.
3. All space(s) shall be used for the purpose outlined on each respective contract.
4. Any building, tent or enclosure needed for the operation of the concession/exhibit must be furnished by the entity contracting the space unless negotiated otherwise. All buildings, tents or enclosures constructed or used must have the approval of the Society.
5. Each concession or exhibit shall COMPLY WITH and OBSERVE all LAWS, ordinances or STATUTES of the United States, the State of Ohio, the County of Allen and the Township of Perry and protect and hold harmless the Society from any and all liability resulting in noncompliance. The OHIO REVISED CODE Sections 1711.09 and 2915.01 PROHIBIT IMMORAL SHOWS, LOTTERY DEVICES, GAMES OF CHANCE, GAMBLING OF ANY KIND (including the sale of pools and paddle wheels) and the sale of intoxicants on any Ohio FAIRGROUNDS AT ALL TIMES. No drug related or explosive item may be sold or given away.
6. All licenses and permits required by the Ohio Department of Agricultural and/or the Allen County Board of Health or any other governmental agency must be obtained before operation begins and all laws and regulations issued by those agencies must be obeyed.
7. The concession or exhibit owner, his employees, invites or licensees shall be SUBJECT TO THE RULES AND REGULATIONS heretofore and hereinafter PRESCRIBED BY THE SOCIETY. Rules can be obtained at the administrative office.
8. All concessions or exhibits shall use the leased space(s) AT THEIR SOLE RISK. The Society shall not be responsible for any destruction, damage or deterioration of their property from weather, storm(s), acts of God, rebellion or riot. Additionally, the Society shall not be responsible for any damage or destruction of property caused by any person, invitee, licensee or trespasser in any manner.
9. Each concession or exhibit shall be RESPONSIBLE FOR and save the Society harmless from any and ALL TAX LEVIES or TAX DUE to any governmental body or agency.
10. Each concession or exhibit shall PROVIDE and pay for his OWN INSURANCE COVERAGE for fire, theft, vandalism, damage, or destruction for their property. The Society shall not be responsible or chargeable for such damage or destruction.
11. Each concession or exhibit ASSUMES ALL LIABILITY for any claims of damage arising out of their activities at the Allen County Fairgrounds. The Society, its Directors, Officers, employees and the Board of Allen County Commissioners will be held harmless in any and all claims for damages arising from the heretofore mentioned activities. Additionally, they must PROVIDE to the Society a CERTIFICATE OF INSURANCE verifying liability coverage for their operation prior to the opening day of the Fair.
12. Concessions or exhibits shall not transfer, sell, assign, exchange, barter or permit his employees to sell, transfer, assign, exchange or barter any privileges, ticket of admission or rights issued to concessions or exhibits or his employees hereunder.
13. Concessions or exhibits SHALL NOT assign not SUBLET their contract to any person, partnership or corporation.
14. Concessions or exhibits shall SECURE AND PAY any type of SECURITY that either they or the Society determines necessary.
15. Concessions or exhibits shall SECURE AND PAY for PERMITS, LICENSES, SANCTION FEES, etc., necessary to conduct the scheduled activities.
16. Each concession or exhibit shall post in a conspicuous manner at the front or entrance to their place of business a sign showing the price to be charged for meal, lunches, drinks or other articles of food to be sold. The size of said sign, manner and place of posting to be approved by the Society.
17. The person who obtains the contract mentioned in paragraph 1 or 2 above is responsible for the actions of all employees and agents while on the grounds.
18. The Society does not guarantee or assure that the sidewalks, paths, streets or avenues on its grounds, or aisle and passageways in its buildings, stands, or enclosures will be kept free from obstruction caused by persons crowding, loitering, standing or sitting therein, causing passage to be difficult or impracticable. Such crowding or blocking of said sidewalks, paths, streets, avenues, aisles or passageways shall in no manner or way affect the terms, conditions or provisions of a contract.
19. All business will be conducted in a courteous and gentlemanly manner and all Fair patrons will be treated politely and courteously at all times. (The Fair patron is always right.)

20. All business will be conducted from within the space and all advertising will be confined to the inside of said space.
21. Each space must have an area of two (2) feet from walkways/roadway clear of stakes poles, signs and similar potentially hazardous items.
22. No dogs are permitted on the Fairgrounds during the operation of the Fair except for special dog shows.
23. Prohibited items: All motorized vehicles are prohibited on the fairground except authorized delivery vehicles which must be off the midway by 11:00 A.M., and cars, trucks and motorcycles properly parked in permitted parking areas. Prohibited vehicles include but are not limited to golf carts, mopeds, scooters and other powered wheeled transportation. Also prohibited are bicycles, rollerblades, skateboards and "razor type" scooters. Personal handicap mobility devices will be allowed. Allen County Fair security will have final say on prohibited vehicles.
24. All delivery vehicles must display a delivery permit. All golf cart and utility vehicles used for delivery must produce proof of liability insurance and obtain a golf cart permit from the concession office.
25. All rides, games, food and other sales must observe the curfew if it is announced each night.
26. All music, amplifiers and loudspeakers will be kept at a comfortable level as determined by officials of the Fair.
27. All spaces will be kept clean and orderly and will be decorated at the expense of the concession owner.
28. Food stands are permitted to open prior to opening day of the Fair for the convenience of any Fairground workers. All other exhibitors may open at 12 Noon on the first day of the Fair.
29. Anything given away must be approved by the Society. Any exhibitor who conducts drawings for free prizes must provide the Fair Manager with the name, address and telephone number of the prize winners within five (5) days of the close of the Fair.
30. Each space will be open every day from at 11:00 a.m. to 10:00 p.m. and should be manned from 12 Noon to 10:00 p.m. If space is not manned, a sign shall be posted stating a time an attendant will be in the space. Senior Citizen's Day, the building will open at 9:00 AM. It will be optional to be manned that early.
31. The Fairgrounds will be available for set-up from 8:00 a.m. to 6:00 p.m. Tuesday/Wednesday, and 8:00 a.m. to 9:00 p.m. Thursday prior to opening day of the Fair. Any space that is not set up by 4:00 p.m. opening day will be considered vacant and can be rented to someone else.
32. No space may be closed, vacated and/or torn down until at least 10:00 p.m. on the last day of the Fair.
33. All displays and display material must be removed from the Fairgrounds by 4 pm on Monday following the close of the Fair or they will become property of the Allen County Agricultural Society.
34. Only items listed on your contract may be sold from or displayed in your space.
35. Each person contracting concession or exhibit space must purchase either a membership card or a season pass for each contract written. One free season pass will be given for each space contracted. Extra passes may be purchased, if desired.
36. No campers or sleeping quarters are permitted in or behind any concession space except in the designated camping areas. All campers and sleeping quarters must pay the camping fee.
37. At the expiration of each contract, the space shall be surrendered to the Society in as good repair as when possession was taken.
38. The Society shall have a lien upon all property being kept, used or situated upon the Fairgrounds, for the rent or privilege money to be paid under their contract and for any damages sustained; The Society shall have the right to restrain the same without process of law, and appropriate the property to satisfy all claims against the concession.
39. The violation of any of the terms, conditions or provisions of a contract shall, at the election of the Society's Directors, cause the whole amount of this contract to become due and work a revocation and forfeiture of all rights and privileges granted to the concession. In the event of such breach and such election, any and all sums paid or contracted to be paid under a contract to the Society, shall be and become the property of the Society as liquidated damages for said breach.
40. Lighters must be sold empty. The lighter may be filled at the request of an adult.
41. No reptiles, silly string, or laser lights to be sold or given away as prizes. No knives, of any kind. No guns of any kind, including toy guns, or anything that looks like a gun. No profanity or objectionable words written on merchandise.
42. Food and beverages may not be served in glass containers.
43. ANY EXCEPTIONS TO FOREGOING RULES MUST HAVE PRIOR APPROVAL BY THE FAIR OFFICIALS. OTHERWISE VIOLATION WILL BE CONSIDERED BASIS FOR EXPULSION FROM FAIRGROUNDS AND FORFEITURE OF ANY FUTURE DISPLAY PRIVILEGES.