

THE EXCHANGE CLUB FAIR OF CHARLESTON, INC.***and The Coastal Carolina Fair***

9850 Highway 78, Ladson, SC 29456

Rules and Regulations for Agriculture Complex Exhibitors – 2023

The following rules and regulations shall be in effect, and will be strictly enforced, for all exhibitors and any other persons or entities (hereinafter “Exhibitor” or “Exhibit”) who lease or are assigned space in the CCF Agriculture Complex (Agriculture “Ag” Building and Barn) during the 2023 Coastal Carolina Fair (“CCF”):

FORCE MAJEURE Except as otherwise provided herein, either party may cancel this agreement, and neither party will be deemed to be in default of its obligations under this agreement, if the Event is prevented by: (a) force majeure, war, fire, earthquake, hurricane, tropical storm, wind, flood, act of God, riot, or civil commotion occurring at the facility; or (b) any law, ordinance, rule, regulation, or order of any public or military authority stemming from the existence of economic or energy controls, hostilities, epidemic, pandemic, war, or governmental law and regulations; or (c) labor dispute which results in a strike or work stoppage affecting the facilities or services described in this agreement. If a force majeure issue occurs both parties are relieved of their obligations to one another under this agreement and all deposits will be refunded.

In addition, the parties agree and understand that the COVID-19 pandemic creates unique health and safety issues that could prevent the Fair from occurring. With full knowledge of this situation, the parties hereby retain the right to invoke force majeure if the facts giving rise to the force majeure are directly related to the pandemic or a natural consequence thereof.

HOURS OF OPERATION: All Exhibits must be staffed and open for business at the scheduled CCF gate opening time each day and must remain open until at least one hour past the scheduled gate closing time for that day, unless otherwise authorized or directed by the Fair. The Ag Building will be open for Exhibitor access one hour before CCF gate opening each day.

EXHIBIT APPEARANCE AND SAFETY: Exhibit must be erected and maintained in an attractive, professional and safe manner. The area within and around the Exhibit must be kept clean and free of trash, obstacles and other safety hazards at all times. COVID-19 has presented a unique set of circumstances for all. Each Exhibitor shall have hand sanitizer available at all times in their booth for use by patrons and will keep the booth reasonably sanitized daily including wiping down frequently touched surfaces.

PRODUCTS AND SERVICES OFFERED: Products or services offered by Exhibitor must correspond to the product description(s) specified in Exhibitor’s contract and may not conflict with, differ from or exceed that description without written permission of the Exchange Club Fair of Charleston, Inc. (“Fair”). The price of all products/items sold from concession must be clearly marked or posted in easy view of customers. Advertising on or in Exhibit shall have only the name, type, and/or price of merchandise, products or services offered for sale. *Products which are racist in nature, drug related, sexually explicit, illegal, or otherwise deemed offensive by the Fair are strictly prohibited.*

EXHIBIT SET-UP AND REMOVAL: Set-up days for Exhibits are the Saturday through Wednesday preceding CCF opening day. Entry to Fairgrounds and the Ag Building will be limited to 9:00 am to 5:00 pm on those days unless alternative arrangements are made through the Fair office. Exhibit set-up must be completed by 5:00 pm on the day prior to CCF opening day. The Exhibit will be disassembled and removed by noon on Tuesday after closing of the Fair.

ADMISSION TO GROUNDS: Exhibitor and each of Exhibitor’s employees is required to have a Photo ID Badge to enter the Fairgrounds each day during the Fair. The Photo ID Badge is good for admission on all days. Each Exhibitor will be provided 4 Photo ID’s with the purchase of their booth. Additional Photo ID Badges may be obtained from the Fair office for a charge of \$40 each. Also, daily admission tickets may be purchased by Exhibitor at a reduced fee for single day workers. Admission tickets may not be resold by Exhibitor under any circumstances.

All occupants of any vehicle entering the Fairgrounds must have a Photo ID Badge and dashboard pass to be admitted during Fair operating hours.

VEHICLES AND PARKING: Exhibitor will be issued priority parking passes for Gate 1 entry, as specified in Exhibitor’s contract or as deemed necessary by Fair authorities, for use by Exhibitor and Exhibitors employees. Exhibitor may, at the discretion of the Fair, also be issued a Gate 3 Vehicle pass for vehicles necessary for loading

RULES AND REGULATIONS FOR AGRICULTURE COMPLEX EXHIBITORS - 2023 (continued)

and unloading of Exhibitor materials only. This Gate Pass does not constitute authority to park inside the Fairgrounds; during Fair operating hours, all vehicles, other than stock vehicles or trailers authorized by the Fair, must be removed to one of the parking lots.

While within the Fairgrounds, all vehicles will park only in designated areas and will not block any road or walkway. Vehicles parked illegally anywhere on Fair property will be removed at owner's expense and owner's vehicle or parking pass will be forfeited.

Vehicle & parking passes must be hung on each vehicle's rearview mirror & will be honored only at the gate shown on the pass. Alteration or duplication of any vehicle or parking pass will result in forfeiture of all vehicle and parking privileges.

No motorized or electric vehicles are permitted on the Parkway, Midway or other walkways normally used by the public from 15 minutes prior to gate opening until all patrons have left the property after closing, or at any other time as may be specified by the Fair.

HEALTH & FIRE REGULATIONS: It is the responsibility of each Exhibitor to comply with all applicable health, safety & fire regulations of Charleston County, the State of South Carolina & the US Government. The Charleston County Health Department and the C&B Fire Department will perform regular inspections to ensure compliance.

ANIMALS: No pets or animals of any type are permitted to roam unleashed or unrestrained on the Fairgrounds at any time, even if accompanied by the owner, and no animals, except for legal service animals (such as Seeing Eye Dogs), are permitted in any Fair buildings or on the Parkway, Midway or any public walkways during hours of CCF operation under any circumstances.

CAMPING ON FAIRGROUNDS: Camping and/or parking of RV/camper units on Fair property is prohibited.

PROHIBITED ACTIONS / ITEMS:

1. Smoking is *not* permitted at any time at any location within the Agriculture Complex
2. Alcoholic beverages or drugs are *not* allowed on Fair property at any time.
3. The sale or distribution of beverages in metal cans or glass bottles is strictly prohibited.
4. The sale of raffle tickets is not permitted for any purpose unless specifically permitted, in writing, by the Fair.
5. Exhibitors are not permitted to make any sponsorship deals or agreements with any third party.
6. Roving vendors or solicitors are not permitted; Exhibitor's operations must be confined to the boundaries of their rented space.
7. Amplified sound is not permitted from any booth unless written permission is granted by the Fair.

SECURITY: The Fair has security (Charleston County Sheriff's deputies) present on the grounds 24-hours per day during the CCF. Any Exhibitor requiring extra security during off-hours is encouraged to use Charleston County Sheriff Deputies, at Exhibitor's expense. Written permission from the Fair is required for the use of any other security services. Any security or safety issues that you observe should be reported to Fair personnel or the Fair office immediately.

TAXES & LICENSES: Exhibitor is responsible for any applicable federal, state, county and city taxes and for obtaining any required business or other licenses.

SUB-LEASING OR ASSIGNMENT: Sub-leasing of rented Exhibit space is prohibited. Neither this agreement nor any of the rights hereunder may be transferred or assigned. Violators are subject to immediate cancellation of contract without refund.

ENFORCEMENT: *The Fair reserves the right, without prior notice, to close and/or remove from Fair property any Exhibit, vehicle, equipment or persons whose operation or conduct is not in compliance with the provisions of this Agreement and/or the CCF Rules and Regulations, or if, in the sole judgment of the Fair, the operation and/or presence on Fair property of such Exhibit, vehicle, equipment or persons is not in the best interest of the Fair.*

Acknowledged and agreed by:

Exhibitor's Name (Printed)

Signature

Date