



Ozark Empire Fair Handbook 2021

Rules & Regulations

This year marks the 85th Annual Ozark Empire Fair! We have enjoyed many years of success and all of us must continue to work together to offer patrons not just a fun, but memorable visit to the Fair.

Commercial exhibits are an important part of the Ozark Empire Fair experience for the whole family. No visit to the Fair would be complete without corndogs, cotton candy, and other culinary delights from our food vendors, and fairgoers purchase t-shirts, toys, jewelry, and souvenirs from our commercial vendors.

Communication is the key! With hundreds of people working at the Fair, rules and regulations for Commercial Exhibitors and Vendors are necessary to insure everyone works together smoothly. This handbook contains lots of useful information. It is all important and we want your involvement with the Ozark Empire Fair to be successful and as uncomplicated as possible. So please read the entire handbook carefully as we have made changes and will continue to do so in order to continue bringing you the best fair in this region! Please, bring the handbook with you to the Fair as a quick reference.

If you have questions, feel free to contact us. We look forward to working with you at the 2021 Ozark Empire Fair!

Ozark Empire Fair

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Springfield, MO 65803

www.ozarkempirefair.com

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Commercial Exhibitor Handbook

Contract Requirements.....Page 1

Terms of Contract - Rules and Regulations Binding to Both PartiesPage 2

Liability Insurance Requirement.....Page 4

Other Regulations.....Page 4

 Admission Credentials.....Page 5

 Gates.....Page 6

 Parking.....Page 6

 Camping on Grounds.....Page 6

 Hours of Daily Operations.....Page 7

 Purpose of Booth.....Page 7

 Vapor & E-cigs.....Page 7

 Drones & Hoverboards.....Page 7

 Displays.....Page 7

 Giveaways and Registrations for Prizes.....Page 8

 Sound.....Page 8

 Deliveries to Grounds.....Page 8

 Vendor Set-Up.....Page 9

 Definition of Space.....Page 9

 Forklift.....Page 10

 Electricity.....Page 10

 Tents.....Page 10

 Vendor Tear-Down.....Page 11

 Sales Tax, City License.....Page 11

 Security.....Page 12

 Alcohol/Smoking.....Page 12

 Trash and Refuse.....Page 12

Springfield-Greene County Health Department-Ozark Empire Fair Policy.....Page 12

Local Business Services List.....Page 18

Greene County Health Department and CDC Recommendations.....Page 22

Contract Requirements

Ozark Empire Fair, herein called First Party, and Vendor, herein called Second Party.

An application for space must be received by the Ozark Empire Fair. When an invitation to sign a contract is offered, the following will be required:

1. The contract must be signed and returned by due date listed on contract.
2. A deposit of 50% of total contract cost must accompany signed contract and electrical form and be returned by March 31st, 2021 in order to secure your previous location.
3. If either of the above conditions are not met, Ozark Empire Fair will cancel the contract.
4. Final contract balances are due by June 1st on all contracts written before that date. If not paid, contract will be canceled and no refund of deposit will be made.
5. **Any contracts written after June 1st will require that the ENTIRE contract amount be paid upon issuance.**
6. **Cancellation of Booth Space** – First Party shall have final rights to cancel any contract, settle all disputes, regulate operation of all privileges and enforce rules and regulations as set forth and agreed to in this contract. The First Party is in no way responsible for contracts canceled due to circumstances beyond their control. Second Party shall notify Fair management in writing of intent to cancel contract at least thirty (30) days prior to Fair's opening date in order to file claim for refund of deposit. Such claims will be considered only when space or privilege granted herein is resold by First Party prior to opening of Fair.
7. **Deposit Refund** - For cancellations and requests for refund by Vendor in accordance with paragraph 21, the following schedule will apply if refunds are permitted: Cancellations before May 15 = 75% refund, cancellations between May 16 and 30 days prior to the Fair = 50% refund, cancellations less than 30 days prior to the Fair commencement date, will not be allotted a refund. A \$50.00 processing fee will be assessed to each contract canceled by Vendor. Cancellations include cancellation of all Fair tickets.
8. All rules and regulations as appear in the following terms of contract will be considered binding to both parties to the contract. (Copy of these rules follows.) Information in this Commercial Exhibitors Handbook will also be considered binding to both parties to the contract.
9. The Ozark Empire Fair reserves the right to cancel, at any time, all contracts made with exhibitors or concessionaires for the infraction of any rule or condition contained herein (in such case no refund will be made) and to cancel all contracts of whatever kind by public notice should an act of providence, such as war, national security concerns, riot, fire, flood, storm or pestilence prevent the holding of the fair.
10. The Ozark Empire Fair reserves the right to assess and collect fees of \$25 for payments made after due date for any reason.
11. The Ozark Empire Fair reserves the right to assess and collect a \$25 fee on all returned checks.

Terms of Contract – Rules and Regulations Binding to Both Parties (from contract)

1. **Interpretation and Violation of Rules.** The Ozark Empire Fair reserves to its management the right to interpret the following rules and regulations and determine all matters pertaining thereto; also the right to amend or add such rules as its judgment might determine. Violation of any of these regulations shall cause forfeiture of all privileges, deposits, contracts and rights to further participation by the violator. This shall apply to all departments of the Ozark Empire Fair. In addition, the Second Party shall not only comply with the rules and regulations of the First Party, but will conform to the laws of the State of Missouri, County of Greene and City of Springfield having to do with gambling, intoxicating liquors, health and sanitation, building and electrical inspection and such other laws and ordinances having to do with operation of privilege granted herein and upon the premises of the First Party. The requirements of the Missouri State Bureau of Food and Drug Inspections, the Greene County and Springfield City Health Departments, and the Division of Health must be complied with in the operation of all booths selling, handling or sampling food products.
2. **Operation Space.** Second Party shall confine their operation to the space allotted for their use as specified on the face of each contract and shall not tack or place advertising material or solicit business outside of said confines.
3. **Ticketing.** Entrance gates to the fairgrounds will open to the public at 11:00 a.m. Every person entering the fairgrounds must have a ticket or pay admission for each time of entrance.
4. **Subleasing of Space.** Under no circumstances shall Second Party sublease all or any parts of the space or privilege allotted by First Party, nor permit any other party to exhibit therein, nor allow any representative of any firm or company not exhibiting to solicit business or take orders in his place of operation.
5. **Hours.** Inside commercial exhibits will open at 11:00 a.m. and close at 9:00 p.m. daily during the Fair. Outside commercial exhibits will open by 11:00 a.m. and close no earlier than 11:00 p.m. daily during the Fair. ALL commercial exhibits must be staffed throughout that entire period unless otherwise allowed by management.
6. **Opening and Closing Day Hours.** All exhibit stands, displays, etc., must be in place ready for business by 2:00 p.m. opening day of Fair, and by 11 a.m. the following days of the fair. Said exhibit, stand, display, etc., and/or any part thereof, shall not be disassembled or removed prior to 9:00 p.m. (for inside space only), or before security and concessions department allows break down (outside vendors) on last night of Fair or else return contracts will not be given.
7. **First Party or his authorized agents** shall have access to any leased premises, booth, and stand at all times.
8. **Decorations.** Space allotted to Second Party shall be improved and decorated by Second Party at his expense. Materials used for construction or decorating such booths or stands must meet with approval of First Party and those inside must be non-flammable.
9. **Sound.** The First Party reserves the right to monitor and regulate the level of sound. After two (2) warnings about offensive sound, the First Party and its officials reserve the right to disconnect power from said offending exhibitor or to request that offending exhibitor vacate premises.
10. **Giveaways and Prize Drawings** must have prior approval of First Party including approval of items to be given away.
11. **Obstruction of View - Inside.** Neither displays nor decorations nor partitions between booths shall extend high enough to obstruct view of adjacent booth from any direction, **and all height shall be limited to the back half of booth space.** No signs shall hang above curtained booth nor be

attached to walls.

12. **Alignment of Spaces - Outside.** The face of all trailers, portable structures and permanent buildings shall be aligned with adjacent structures as straight as possible under direction of First Party personnel.

13. **Menus.** Signs shall be posted in all locations where food or drink is sold showing items sold and prices charged. Size of said sign, manner and place of posting shall be approved by First Party.

14. **Disposal of Trash.** Location assigned to Second Party must be kept clean and all refuse, rubbish, and garbage deposited in containers provided by First Party. These containers will be emptied with contents disposed of by the First Party's sanitary crew at regular intervals each day throughout the Fair.

15. **Disposal of Cooking Oil.** All used cooking oil must be responsibly disposed of in collection containers conveniently located around the fairgrounds. If a vendor is found to be improperly disposing of used cooking oil they will be reported to the Greene County Health Department, and disciplinary actions will be taken by First Party. If you cannot find a disposal container contact the Fairgrounds Concessions Office and they will be able to help with pick up of oil with respect to time.

16. **Delivery and Sale of Products.** All vehicles used for delivery service on the fairgrounds during the time of the Fair must use Service Entrance and all deliveries on the main midway must be made before 10:00 a.m. each day of the Fair. Emergency deliveries after this time must be made from a designated parking area using a hand truck. Second Party shall, in so far as possible, patronize the parties having purchased a privilege for sale and delivery of products on the grounds. A list of these suppliers will be furnished by the Concessions Office upon request. No other supplier, except those having a permit, shall be allowed to sell or deliver on the premises. Deliveries by parties not having purchased a privilege of sale may be made, but they must be picked up off of grounds, and will not be allowed to enter through the gates for pick up.

17. **Food & Drink Concessions.** Will pay 19% of gross daily sales receipt. Cash registers are required. **NO EXCEPTIONS.** A daily cash register sales report will be picked up by a designated fairgrounds employee on a daily basis. First Party will take a photo of menu boards each year. If First Party has any reason to believe that daily totals don't appear to be accurate, First Party has the right to contact any and all of said concessionaire's vendors and get copies of any and all receipts to allow for a complete audit. Failure to cooperate will require Concessionaire to shut down until given permission to reopen by General Manager of the Ozark Empire Fairgrounds. General Manager is not required to allow Concessionaire to reopen. In a case where vendor is unwilling to give said invoices to the First Party they may be banned from doing business at the Ozark Empire Fairgrounds and their booth closed for the remaining duration of the Fair. If a concessionaire has more than one violation they will be shut down until which time the Executive Fair Board and General Manager meet to determine the penalty. No refunds of any kind will be made to concessionaire.

18. **Vendor Golf Carts.** There will be a \$100 licensing fee for the use of golf carts on the fairgrounds by vendors. Licenses may be paid for and picked up during office hours in the Fair concessions office. There will be **NO** vendor golf cart use permitted within the midway or fairgrounds between 11 a.m. and Midnight during the period of the fair. **NO EXCEPTIONS.** All travel or deliveries during the fair must be done outside of these times. The only carts that will be allowed at this time are emergency vehicles, security carts, ice & water delivery carts, and guest services carts accommodating those that need mobility assistance.

19. **Traffic Regulations.** Any person obstructing any fire lane, drive or street with any vehicle will be requested to remove same immediately. Failure to do so will result in expulsion from the grounds and/or arrest. Parking in front of exhibit buildings, exhibits and midway concessions will not be tolerated. Anyone bringing exhibits displays or any other materials or equipment into the Fairgrounds must unload same as soon as possible and move vehicles to designated parking areas

immediately after unloading. Unloading must also be done in coherence with delivery and set-up times provided.

20. **Electrical Hook-up.** Application for electrical hook-ups shall be made at Concessions Office. Contact Office for rates. All wiring and/or electrical work of any type shall meet requirements of the Springfield city code and shall be done by an Official Fairgrounds Electrician only. Vendor is solely responsible for any electrical damage caused by neglect to wiring and electrical parts.

21. **Coupons.** No coupons of any kind are allowed by outside concessionaires or vendors. There will also be no price fixing or sabotage to influence customers to buy from a said vendor. There will be only 1 warning given, and if a second violation occurs then the vendor will be at risk of closure.

22. **Removal of Property after Fair.** All concession or exhibit space contracts, unless otherwise specified, will expire with the close of the Fair each year. Inside: all displays must be removed from the building by 4:30 p.m. Monday following the close of the Fair. Outside: all temporary buildings, frames, booths, etc. must be removed from the grounds by 4:30 p.m. Monday following close of the Fair. Otherwise, such property or materials shall become property of the First Party and may be disposed of by same.

23. **Cancellation of Contract.** First Party shall have final rights to cancel any contract, settle all disputes, regulate operation of all privileges and enforce rules and regulations as set forth and agreed to in each contract.

24. **Deposit Refund.** Second Party shall notify Fair management in writing of intent to cancel contract at least thirty (30) days prior to Fair's opening date in order to file claim for refund of deposit. Such claims will be considered only when space or privilege granted herein is resold by First Party prior to opening of Fair. (See Contract Requirements Section)

25. **Lease of Privileges.** First Party will authorize granting of such exhibit, service or concession privileges as deemed necessary to supply the public or add to its comfort, convenience or pleasure, but under no circumstances will a contract be made with any person, company, corporation or their representatives, whose operation might be of a questionable nature, nor will a privilege be granted where the business, exhibit or service is conducted in other than a legitimate and trade-like manner. Those desiring exhibit space, concession, and distribution of literature or service privilege must apply to the Concessions Department of the Fair which will supply information such as rental rates, method of payment, etc. No articles which are considered immoral, suggestive, or off-color may be sold or displayed on the premises of the Ozark Empire Fair. Fair Management or its appointed officers shall decide what may be sold or displayed on the premises. Renewal of contract for next year will be at discretion of Fair Management. First Party, and it's management, reserve the right to cancel at any time contracts made with exhibitors or concessionaires for the infraction of any rule or condition contained herein (in such cases no refund will be made) and to cancel all contracts of whatever kind by public notice should an act of Providence, such as war, national security concerns, riot, fire, flood, storm or pestilence, prevent the holding of the Fair.

Liability Insurance Requirement

Exhibitors Must Provide a Certificate of Comprehensive or Commercial Liability. The Greene County Agricultural and Mechanical Society, Inc. dba Ozark Empire Fair, expressly refuses to assume any liability for injuries to any person or damage to any property coming upon the grounds of the Ozark Empire Fair, and no claims for injury to any person or damage to property shall be asserted or suit instituted or maintained against the said Greene County Agricultural and

Mechanical Society, Inc., its officers, agents, or employees for said cause by any person having privilege to exhibit or license to operate on the Fairgrounds or occupying any space thereon, and it is a part of the consideration for each license or privilege granted by the Ozark Empire Fair that such claims for injury or damage are specifically waived. Exhibitors are required to carry liability insurance in a minimum amount of \$1,000,000.00 per occurrence naming additional insured the Greene County Agricultural & Mechanical Society, dba Ozark Empire Fair, The City of Springfield, their agents, servants and employees are made additional insured, but only in so far as the operations under each contract concern. In all cases exhibitors are required to carry property insurance which insures their goods and exhibits against damage and loss. If any damage or injury or loss to persons or property shall be caused by reason of neglect or willful act of any person, firm or corporation, or their agents, representatives or employees, having license or permit to exhibit, operate a business, or occupy space on the Ozark Empire Fairgrounds, the Greene County Agricultural and Mechanical Society, Inc., shall in no manner be responsible therefore, and in no case will be subjected to any expense or liability. All persons causing same or liable therefore shall indemnify the said Greene County Agricultural and Mechanical Society, Inc., at Springfield, Missouri. Certificate must be delivered no later than June 1, 2021, unless accompanied with a contract that is written after June 1, 2021. Failure to provide such certificate, or in the event that the certificate is deemed to be fraudulent or incorrect shall be just cause for cancellation of the contract by the First Party, and any and all deposits or monies paid shall be forfeited by the Second Party.

Insurance may be purchased through the Ozark Empire Fair concessions department at a rate of \$85 for the duration of the Fair

Other Regulations

ADMISSION CREDENTIALS

1. Every person entering the Fairgrounds MUST have a ticket, including exhibitors, campers, and their employees. If discount tickets are not purchased from the Concessions Office and distributed to those staffing the booth, regular gate charges will apply.
2. Each concessions contract (except full-line food and drink) includes 20 admission tickets and two (2) vehicle permits at no charge. Additional admission tickets may be purchased for a discounted rate through the concessions department up until NOON Friday, July 29th, 2021. Each concessions contract for full-line food and drink includes 30 admission tickets and two (2) vehicle permits at no charge. Additional admission tickets may be purchased for a discounted rate through the concessions department by NOON Friday, July 29th, 2021.

Admission and Parking Fees – Public

AT THE GATE:

Single admission at gate, 13 years & over.....	\$10.00
Single admission at gate, 6-12 years.....	\$5.00
Single admission, 5 years and under.....	Free

PARKING ON FAIRGROUNDS PROPERTY

Any vehicle during the fair.....	\$5.00/ day
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Advanced Admission and Parking Fees – Concessionaires/Vendors:

Admission Ticket.....	\$6.00
Season parking (vehicle only) permits.....	\$30.00 (limit 3 per vendor)
Single use parking ticket (vehicle only).....	\$5.00

4. Admission credentials may be purchased at the Concessions Office after July 1, until NOON on July 29, 2021. All credentials must be paid for at time of purchase.
5. Admission tickets and parking credentials are non-refundable.

GATES (see also "Parking")

1. GATE 1, located at the corner of Norton and Grant, will be pedestrian access only during the Fair. No vehicles will be allowed in this gate.
2. GATE 2, on Norton Road, will be closed to vehicle and pedestrian access during the Fair, with the exception of emergency vehicles. It will be open ONLY during set-up and tear-down.
3. GATE 3, on Norton Road, is a permanent pedestrian-only gate.
4. GATE 4, on Norton Road, is an emergency vehicle-only gate during the Fair. The rest of the year, Gate 4 is the main entrance to the Fairgrounds.
5. GATE 5, on Norton Road, is an exit only gate.
6. GATE 6, on Norton Road, is an exit only gate.
7. GATE 7, on Smith Street by the Zoo, is an exit only gate.
8. GATE 8, on Smith Street is paid parking AND parking for CONCESSIONAIRES and LIFE AND ARTS Exhibitors. Overflow parking from this lot will use the Smith Street Lot.
9. GATE 9, on Smith Street is restricted to Grandstand exhibitors only.
10. GATE 10, on Smith Street across from Hillcrest High School, is open 24 hours a day during the Fair. This Northeast area of the fairgrounds will be used by all campers, livestock exhibitors, carnival, staff and concessionaires who find the area as the most convenient access to their booth. Parking of stock trailers and/or campers must be checked in with the concessions department before being parked. A hang tag will be supplied.
11. GATE 11, on Grant Street, is exit only for the Northeast area of the fairgrounds.

PARKING

1. Vehicles with season parking credentials (vehicle only) may park in lots at Gate 8 or Gate 10.
2. Gate 10: Enter on Smith Street across from Hillcrest High School. Smith Street can be accessed by going north on Grant Avenue. This lot is shared with livestock exhibitors, carnival personnel, vendors, and Fair staff.

3. Gate 8/West Lot: Enter from Smith Street across from Hillcrest High School. Smith Street can be accessed by turning north at the Zoo. This lot is also general public parking.
4. In the event that either of these parking areas are full, Fair personnel will direct you to available parking in other lots.
5. Handicap parking is available for Concessionaires with handicap credentials. Just ask our concessions department or administration staff for directions.

CAMPING ON GROUNDS

1. A limited number of full hook-ups of electric, water and sewer are available on a **FIRST COME – FIRST SERVED BASIS**. Because spots are limited please contact the concessions department upon sending your contract in order for us to keep track of availability of spots. Once again, **NO SPOTS ARE GUARANTEED IN ADVANCE**.
2. No vehicles are permitted in the campground earlier than seven (7) days prior to opening of the Fair.
3. All available sites are northeast of the E-Plex, and camping is not allowed on the midway. Campers from the carnival are also parked in this lot.
4. The camping rate is \$40 per unit per day for 120v/20amp or 30amp and \$45 per unit per day for 50amp payable to the camping attendant or the Concessions Office. Total amount is due in advance.
5. Stock vehicles are required to pay a \$25 per unit per day, and must not be used as a camping vehicle. If you're stock truck doubles as your camper, then you must pay the above camping rate.

HOURS OF DAILY OPERATION

1. The Fairgrounds is open to the public from 4:00 p.m. to 12 a.m. on the opening day, 11:00 a.m. to 12:00 a.m., mid-night, during the Fair.
2. **INSIDE** Vendors MUST be staffed and in operation from 11:00 a.m. – 9:00 p.m. each day.
3. **OUTSIDE** Vendors & Food and Drink Concessioners MUST be staffed and in operation from at least 11:00a.m. – 11:00 p.m. each day of the Fair.

PURPOSE OF BOOTH

1. You can display and/or sell **only** those products and/or services specifically listed on your contract and approved by the Concessions Office. Please read your contract carefully. Changes must be approved in writing by the Concessions Department and the General Manager.
2. Laser pointer pens are prohibited by law.
3. Sale of alcohol is prohibited by law.
4. Helium balloons are prohibited for sale or giveaway inside the E-Plex. Permission must be granted to decorate with balloons.
5. The logo of the Ozark Empire Fair and/or Fair theme logo are licensed and cannot be used without prior written permission of Fair management.

Drones & Hoverboards

Sales of drones and hoverboards are not permitted to be displayed or sold in any way on the premises of the fairgrounds. There are **NO** exceptions to this rule.

Vapor Products & E-Cigs

Are not permitted to be displayed or sold in any way on the premises. There will be absolutely **NO** exceptions to this rule.

DISPLAYS

1. Booth space improvements and decorations are the responsibility of the Vendor and the expense of the Vendor. This includes tables and/or chairs. Permission must be granted to decorate with balloons inside.
2. **INSIDE VENDOR:** Display height at rear of booth may not exceed 8' in height. Display height must NOT obstruct the fairgoer's view of an adjacent booth from any direction. All tall displays **MUST** be limited to the back half of the booth. Management reserves the right to interpret this definition in the event of dispute. You should be able to stand in the front 5' of your booth, look left and look right and clearly see the neighboring exhibitors.
3. Awards will be made for outstanding displays. For further information, contact the Concessions Office.

GIVEAWAYS AND REGISTRATIONS FOR PRIZES

1. Any giveaways or registrations for prizes must first be approved in writing by management, including items to be given away. Application form **MUST** be completed and returned to the Concessions Office.
2. Guidelines for sign-up-to-win drawings:
 - a. Drawing must be conducted before the close of the Fair. Exhibitor must provide Concessions Office a list of winners, their addresses and details of prizes won *before 10:00 p.m. closing day*.
 - b. No purchase is required to sign up or to receive a prize.
 - c. All rules of the prize drawing shall be clearly stated and posted prominently in your booth.
 - d. All merchandise offered in the drawing shall be awarded.
 - e. Winner does not have to be present to win.
 - f. Sign-up form must include name of company conducting drawing and list prizes and values.
 - g. Any exceptions must be approved by Fair Management in writing.
3. Giveaway (or sale) of any food or drink product, including candy and water (bottles or individual cups) are prohibited.
4. **NO** helium balloons may be given away (or sold) in the E-Plex.
5. **NO** laser pointer pens may be given away or sold. (This is a Springfield law.)
6. Failure to comply may result in cancellation of contract, forfeiture of deposits and/or expulsion from the Fair.

SOUND

1. Public address systems and noisy instruments operated strictly to attract attention are prohibited.
2. First Party will monitor and regulate sound levels for all exhibitors with sound devices necessary to conduct business. If sound becomes offensive, First Party reserves the right to issue warnings to offending exhibitors. If the situation is not resolved after two (2) warnings, the offender's power will be disconnected or the exhibitor will be asked to vacate the grounds.

DELIVERIES TO GROUNDS

1. Privilege contracts are issued for sale and delivery of goods to the grounds such as food and drink, paper supplies, chairs, tables, etc. ONLY those privilege contract holders will be permitted on the grounds to make deliveries. A complete list of vendors will be supplied on request. Vendors who use delivery services other than those listed on the supplied list must find ways to receive said deliveries off-grounds.
2. UPS, Federal Express and other air freight carriers such as commercial freight carriers will be permitted to deliver packages/merchandise to the grounds. However, the Fair does not assume responsibility for such delivered goods and **WILL NOT** sign for such goods in the absence of the exhibitor. Deliveries will be made to a central drop off point at the **GUEST SERVICES BUILDING** before 10 AM. The Concessions Office should be notified 24 hours in advance of such deliveries if at all possible. You must put a valid 'delivered to name' and contact phone number for the person picking up the package on the delivered item for it to be accepted in a timely manner. The Fairgrounds Delivery address is:
Ozark Empire Fair, 3001 N. Grant, Springfield MO 65803

VENDOR SET-UP

1. All exhibits must be ready to begin operation by 2:00 p.m. of opening day. It is recommended that all exhibits be in place by 5:00 p.m. the evening prior to opening day.
2. **INSIDE VENDOR:**
 - a. Unloading will ONLY be in the West Hall Lot which offers a drive-through overhead door, a loading-dock overhead door and a double pedestrian door. Enter grounds through Gate 8.
 - b. Set-up days and times are:
 Tuesday, July 27, 12:00 noon – 5:00 p.m.
 Wednesday, July 28, 8:00 a.m. – 5:00 p.m.
 Thursday, July 29, 8:00 a.m. – 2:00 p.m.
 - c. Vehicles will be allowed inside the building ONLY on Tuesday. Vehicle access is limited and for unloading ONLY. Vehicle must be removed immediately after unloading.
 Please do **NOT** block access to overhead doors at any time.
3. **OUTSIDE VENDOR & CONCESSIONERS:**
 - a. **Any exhibitor needing to set up before noon on the Monday before the Fair must contact the Concessions Office for permission.** Not all spaces may be available for set-up before Monday.
 - b. Please use Gate 2 on Norton Road to enter the grounds during set-up.
 - c. Please cooperate and be patient with other exhibitors and Fair staff in keeping roadways

passable. Move your vehicle off the roadway as soon as possible after unloading so others can pass.

- d. No vehicles will be permitted into booth areas after 10 a.m. on opening day. It is recommended that all set-ups be completed by 8 p.m. the night before opening.

DEFINITION OF SPACE

1. Booth space is defined on the contract. All business must be conducted within the confines of the assigned booth. This includes all personnel, displays, distribution of literature, gifts and specialty items and posting of literature, flyers, etc.
2. OUTSIDE: Unless otherwise indicated, outside space for non-food vendors is sold by front footage. This is the exact amount of front footage available and all tent stakes, trailer hitches and awnings must be inside this footage.
3. INSIDE: Inside booths are available in 10'x10' size. Unless otherwise indicated, all booths will be curtained with an 8' back curtain and 3' side curtains to the size contracted.
4. If you are found or seen distributing literature, gifts, and/or specialty items; and/or posting literature, flyers, etc... other than what is on your contract or outside of your booth space, you will be asked to leave and immediately removed from the grounds, with NO refund.
5. There are absolutely **NO** petitions allowed on the grounds.

FORKLIFT

Forklift services for outside exhibitors only are available as follows:

1. Minimum charge of \$15 for 10 minutes or less. After 10 minutes' charge is \$1.50 per minute.
2. Forklift is available ONLY on Tuesday and Wednesday before the Fair. No forklift service is available for tear-down.
3. Forklift service must be arranged IN ADVANCE with Concessions Office.
4. Forklift charges are payable upon conclusion of service at Concessions Office. **CASH ONLY.**
5. Neither the Fair nor forklift operator will assume liability for damage to property being moved by forklift.
6. Exhibitors have option of bringing their own forklift or arranging for outside forklift rental services so long as set-up and tear-down occur in the time frame allotted for such activity.

ELECTRICITY

1. INSIDE: Complete and return the Electrical Order Form even if you will not need electricity. Each inside space has access to a 120v, 20-amp receptacle at no additional charge. Bring your own extension cords. If you need additional electric service, contact the Concessions Office.
2. OUTSIDE: Complete and return the Electrical Order Form even if you will not need electricity. Electrical fee is based on the voltage and amperage you mark on this form. (See form for rates.) Fees will be included in the contract (if known at that time) or on the balance-due statement and are payable as indicated.
 - a. Late charge of \$25 will be billed for any electrical order form not returned to us and paid for before July 15.
 - b. Only the Fair's electrician will be allowed access to electrical boxes for wiring service connections.
 - c. Power is provided at the service box ONLY. You must provide your own cords.
 - d. If you blow a breaker during the duration of the fair and a licensed Fair Electrician deems it is

due to you underestimating your amperage needs you will be fined a minimum of \$50 cash, and any other possible fees associated with returning power, at the time of service before your electricity is turned back on.

- e. Any electrical needs received after July 26th will not be guaranteed.

TENTS

1. Outside exhibitors may obtain a tent from an approved tent vendor, at the vendor's expense. Verify with the tent company that the fee includes set-up, tear down and tent rental for the duration of the Fair. Contact Concessions Office for a list of approved tent vendors or see the list under TENTS in the Business Service listing at the back of this handbook. Each tent MUST have a fire extinguisher and be supplied and erected by a licensed tent company.
2. *Tent size must be such that stakes will be completely within the confines of booth space allotted.*
3. Set up can start on Monday before the Fair opens. All tents must be removed by 4:30 p.m. on Monday following the close of the Fair. Exhibitor is responsible for insuring that tent vendor works within this time frame and refills any holes made in asphalt.
4. Tents are required to have a certificate approved by the Fire Marshall and an appropriately sized fire extinguisher.

VENDOR TEAR-DOWN

1. Sign-up-for-prize winners must be turned in to Concessions Office by 8:00 p.m. on the closing day of the Fair.
2. **INSIDE:** No exhibit or part thereof is to be dismantled or removed before 9:00 p.m. on closing day of the Fair. Violation will result in loss of future exhibit privileges. Use West dock area **ONLY** for load-out. No load out through front of building.
 - a. Tear down days and times:
 - Saturday, August 7, 9:30 p.m. (Inside Vendors only: All gates will be locked to enter fair, but you may load out using West bay door and bull pen area)
 - Sunday, August 8, 6:00 a.m. - 4:30 p.m.
 - Monday, August 9, 8:00 a.m. - 4:30 p.m.
 - b. No vehicles will be allowed into building until Sunday. All inside exhibits must be removed from the building by 4:30 p.m. Monday following the close of the Fair or they will become the property of the Fair and will be disposed of as necessary.
3. **OUTSIDE:** No exhibit or part thereof is to be dismantled or removed before the concessions department and security give the All-Clear on closing day. Violation will result in loss of future exhibit privileges.
 - a. No vehicles will be permitted into outside exhibit areas before Sunday, 6:00 a.m. following conclusion of the Fair.
 - b. Gate 2 will remain open Sunday and staffing continues through 5:00 p.m. Sunday, the day following close of the Fair.
 - c. All outside exhibits must be removed from the premises by 4:30 p.m. Monday following the close of the Fair or they will become the property of the Fair and will be disposed of as necessary.
 - d. **DRIVE SAFELY!!** Please be very aware of tear down crew still on the grounds at that time.

SALES TAX, CITY LICENSE

1. Anyone making retail sales, displaying property, or operating a place of amusement or entertainment must be registered with the Missouri Department of Revenue.
 - a. An **Application for Temporary Sales Tax License** must be filled out and turned in to the State of Missouri. You can find the application at this link: <http://dor.mo.gov/forms/2643S.pdf>. This application must be filled out and returned to the Missouri Department of Revenue 3 to 4 weeks prior to the Ozark Empire Fair. Some frequently asked questions may be answered on this webpage: <http://dor.mo.gov/faq/business/special.php>.
2. The City of Springfield requires that all vendors/exhibitors have a city merchant's license. To issue the license the City requires that all vendors/exhibitors provide confirmation of registration with the Missouri Department of Revenue (see item a, above). Subject to receipt of the Temporary Sales Tax License, the Fair will arrange for the City to issue a temporary city license. Fee for the temporary license is included in contract cost.

All vendors and exhibitors must provide confirmation that all sales taxes have been reported and paid in full before being released from the fairgrounds.

SECURITY

1. **POLICE:** The Springfield City Police staff a station on grounds during operating hours beginning on opening day of the Fair. This includes police personnel patrolling the grounds.
2. **INSIDE:** The public will be permitted into the Commercial Exhibits Hall only from 11:00 a.m. till 9:00 p.m. each day of the Fair. Exit doors are alarmed and must remain closed at all times. Inside vendors will be permitted into the Hall 30 minutes before opening. Vendors will want to enter Gate 8 to park and then enter through the vendor gate near the grandstands. At 11:00 a.m. the vendor gate will be locked and all remaining vendors will need to use normal Fair gates for entry. Inside Vendors must be out of the Hall by 9:30 p.m. each evening. Security staff will monitor the doors 9:00 p.m. - 11 a.m. Doors will be locked from 9:00 p.m. till 10:30 a.m.
3. **OUTSIDE:** All outside gates are staffed beginning on Wednesday prior to opening day. Gate staffing continues through 5 p.m. Sunday, the day following close of the Fair.

ALCOHOL/SMOKING

1. Alcohol is prohibited by law on the Ozark Empire Fairgrounds outside of the licensed, designated areas where alcohol sales are managed by the Ozark Empire Fairgrounds. This includes possession for personal use as well as sale of alcohol, including beer. This law is enforced by the police.
2. Smoking is prohibited by law in any public building, and is limited to designated smoking areas only, this includes any form of vapor product or e-cigarettes. Smoking areas are available outside.

TRASH AND REFUSE

1. **INSIDE:** Each exhibitor is responsible for the upkeep of his/her booth. Trash may be put into aisles after 11:00 p.m. for disposal by the building cleaning crew.
2. **OUTSIDE:** Trash dumpsters and barrels are conveniently located and will be maintained by First

- Party maintenance staff. The streets are cleaned nightly by street sweeping/flushing machines.
3. **FOOD CONCESSIONAIRES WASTE:** Grease **MUST** be placed in designated containers **ONLY**. These containers are conveniently located at several locations around the fairgrounds for you, and scheduled pick up times will occur periodically throughout the Fair. Absolutely **NO** waste grease is allowed in dumpsters. Any other liquid waste (i.e. corn dog batter) must be placed in sealed plastic bags before being put in dumpster. Please contact the concessions office or a concessions runner for grease pick-up.

Springfield-Greene County Health Department: Ozark Empire Fair Policy

Purpose: To provide a clear understanding of acceptable food service practices and food concession constructions at the Ozark Empire Fair. In efforts to be more consistent with the Missouri Department of Health and Senior Services, the following policy will be observed and enforced.

Application: The Temporary Food Event Application for the Ozark Empire Fair shall be completed and submitted with the required permit fee at least 15 business days prior to the opening day of the Fair. Applications submitted within 14 business days will be denied a Temporary Food Permit. The purpose for setting an application dead-line is to allow the Health Inspectors ample time to communicate with each vendor prior to the event, to confirm all required food service constructions and practices are compliant with the Missouri Food Code as well as the Springfield-Greene County Health Department Ozark Empire Fair Policy. Having all discrepancies resolved prior to the opening day of the event will ensure a smooth permitting process for each vendor.

Pre-Fair Meeting: One representative from each food vendor will be required to attend the Pre-Fair Meeting. This meeting will be held on Wednesday and on Thursday morning before the opening of the Fair. The purpose of this meeting is to remind all food vendors of basic food safety practices, what will not be tolerated, and how to respond to certain emergency situations. Each representative will receive a Food Safety Training hand-out that must be signed from one of the Health Inspectors after the meeting. This hand-out will be required to be posted at each vendor's site to confirm, upon initial inspection for permit, that a representative has attended the required Pre-Fair Meeting. If the Food Safety Training hand-out is not present or signed at the time of the initial inspection, a Temporary Food Permit will not be issued.

Inspection Routine: (As per changes made by December 31, 2013 the term 'Priority Item' will replace the term 'Critical Violation' and the term 'Core Item' will replace the term 'Non-Critical Item.') Springfield-Greene County Health Inspectors will perform inspections on the Temporary Food Vendors on a daily basis. Periodic inspections will be conducted throughout each day of the Fair. Inspection notes will be made on an inspection form that will be posted, along with the Food Safety Training hand-out, at the food vendor site.

Critical Violation / 3 Strike System: The Springfield-Greene County Health Department has, in the past, implemented a "3 Strike System" to encourage compliance with the Missouri Food Code. This Ozark Empire Fair Policy shall utilize the same "3 Strike System". In the event that a Temporary Food Vendor is cited for a Priority Item, the Vendor will be issued a "Strike" for said

Priority Item. The Vendor will then be given a reasonable amount of time to resolve the Priority Item before a re-inspection is to be conducted. If, at the re-inspection, the Priority Item is not resolved “Strike 2” will be issued. After Strike 2 is issued, the Vendor will be given a reasonable amount of time to resolve the Priority Item. Furthermore, after Strike 2 is issued, the Health Inspector on duty shall notify the Ozark Empire Fair Administration of potential permit suspension and closure of a Food Vendor. If, at the re-inspection the Priority Item is not resolved “Strike 3” will be issued and the Vendor will have their Permit suspended for a minimum of at least 24 hours. The length of the closure may be extended depending upon the Priority Item, and the Vendor’s ability to permanently resolve the issue. In the event that “Strike 1” has been corrected after the initial re-inspection, documentation will be noted on the inspection form accordingly. If the same Priority Item is noted later on during the fair, the Vendor has the potential to receive “Strike 2”. This means that Priority Item Strikes given to Vendors remain on the record to deter the same Priority Item from reoccurring throughout the Fair. This also encourages Food Vendors to find a permanent solution to the Priority Item, instead of a “quick fix” that might only last a day or two.

Closing Procedures: Temporary Food Vendors may have their permit suspended at any time, in the event an imminent health hazard exists (ex. No water, no hot water, sewage backflow, inadequate hot and cold holding temperatures). Once Vendors have resolved said imminent health hazard, and are found compliant according to the Health Inspector on duty, the permit may be re-issued for the same Priority Item, the Temporary Food Vendor will be required to close for a minimum of at least 24 hours. No food preparation will be allowed in either closure case until the Health Inspector on duty has deemed the Temporary Food Vendor in compliance with the Missouri Food Code and the Springfield-Greene County Health Department Ozark Empire Fair Policy. Once compliance is achieved, the permit is then issued, and the Food Vendor may begin food service.

Tent Structure Requirements: Tent structures will be allowed at the Ozark Empire Fair under the following conditions.

- A limited number of Food Vendors will be allowed to set up and serve food as space permits according to the Ozark Empire Fair Administration. Tents structures will only be allowed where there is concrete or asphalt provided for flooring (tarps over grass areas will not be allowed).
- Tent structures must have netting around the entire structure for pest prevention. If the front of the tent structure is left open for service through a window, fans or other effective methods for fly control are to be used.
- Tent structures must have 3 compartment sink and hand sink with mechanical hot and cold water pressure. A connection to a potable water supply and must be directly connected. Potable water supply tanks will not be allowed.
- Tent structures are limited to serving only Non-Potentially hazardous Foods. Examples of acceptable food items include, but are not limited to; lemonade shake-ups, cotton candy, and kettle corn.

Sampling Requirements: Food Vendors who will be setting up in the E-Plex will be allowed to offer samples under the following conditions.

- A 3 compartment sink must be available for use, to properly wash, rinse, and sanitize all food equipment and utensils. Communal 3 compartment sinks will be allowed in the E-Plex, pending written consent from the owner of the 3 compartment sink.
- Hand washing is required for sampling inside the E-Plex. Temporary hand washing set-ups will be allowed only inside the E-Plex, provided that a “paddle type” water dispenser is used, soap/paper towels are provided, and the hand washing set-up is conveniently located near the food

preparation area.

-Customer self-service will not be allowed. Food Vendors will be responsible for monitoring samples and correctly handing them out to customers upon request. Food Vendors will not be allowed to pass a sample platter around, leaving responsibility for the customer to handle the samples correctly.

-Food Vendors in the E-Plex who offer samples to the public will be required to obtain a Temporary Food Permit, and will be inspected accordingly with the Missouri Food Code and the Springfield-Greene County Health Department Ozark Empire Fair Policy.

-Food Vendors providing food preparation demonstrations will be required to handle all ready-to-eat foods with gloves and/or utensils IF they plan to offer it as a sample to the public. Furthermore, correct hand washing must be observed in conjunction with glove use.

-If potentially hazardous foods are being offered for sampling, mechanical refrigeration must be provided to hold these food items cold, below 41 degrees F until served or prepared. Furthermore, if these potentially hazardous food items are offered hot, the Food Vendor must provide adequate mechanical hot holding equipment to hold these food items above 135 degrees F.

-Food Vendors who wish to sample food outside the E-Plex (tent or mobile unit) will need to obtain approval from the Springfield-Greene County Health Department prior to permit issuance.

-Adequate fly control measures must be in place. This means that all foods offered for sampling must be covered or protected to prevent pest issues. Fans may be required to provide air curtains over food contact surfaces, if necessary.

Fly Control Requirements: Mobile, Temporary, and Sampling Food Vendors will be required to have adequate fly control. If windows to Mobile Units do not have screens, these outer openings shall be protected by a fan or air curtain.

Potable Water Supply Requirements: All Mobile and Temporary Food Vendors will be required to be directly connected to a potable water source as provided by the Ozark Empire Fair Grounds. Furthermore, each potable water supply connection must have an adequate backflow prevention device (ex. Watts 90, Hose-bib Vacuum Breaker, RPZ) to protect other sources from potential contamination.

Waste Water Disposal Requirements: All Mobile and Temporary Food Vendors will be required to have adequate means for disposing of waste water at the designated waste water disposal sites.

SPECIAL GUIDELINES AND REGULATIONS FOR FOOD SERVICE

The Springfield/Greene County Health Department has adopted the 2009 Missouri Food Code, and will be using this code when inspecting food concessions at the Ozark Empire Fair. Itinerant permits will be issued to all temporary food establishments that comply with these regulations. The items listed below are included to help food concessionaires in planning for compliance with these regulations and to avoid last-minute delays in permitting their establishments. Inspectors are located on the grounds during the Fair.

Further information or specific questions should be directed to the Springfield/Greene County Health Department, Food Section, 320 E Central Springfield, MO 65802. Phone 417-864-1424. Food service operations will NOT be permitted to open until the procedure for obtaining a permit has been completed.

1. A permit request form must be filled out and returned to the Springfield Health Department.
2. An appointment must be made with Springfield Health Department officials for inspection of facility.
3. A permit will be issued when compliance is met.
4. Routine inspections will be conducted throughout the Fair for continued compliance. ***You are***

responsible for making sure that you meet all Health Department guidelines. It is your responsibility to be aware of any new requirements set by Greene County. No refunds will be given due to failure to meet the Greene County Health Department requirements.

Items marked with an asterisk * are the most common problems resulting in violations or no permit issuance.

EQUIPMENT

1. *A 3-vat sink and a hand wash sink are required. The 3-vat sink must be deep enough to immerse the largest utensil.
3. If bleach is used as a sanitizer, sanitizer test strips must be provided.
3. *Waste water shall be held in an approved holding tank, and is required to be disposed of in an approved sewer system.
4. *A hot and cold water supply under pressure is required.
5. *All serving windows must be screened or have properly designed and installed air curtains.
6. All doors and windows must be tight fitting and closed during operation.
7. *Refrigeration is required to maintain 41 degrees Fahrenheit or below, and hot holding equipment is required to maintain 140 degrees Fahrenheit or above. Mechanical refrigeration is required since the event is more than 4 days.
8. Inside lights are required to be shielded, and sufficient lighting is required above all work surfaces.
9. The structure must be fly tight, free of roof leaks, and water proof. All walls, floors and ceilings shall be smooth, nonporous and easily cleanable.
10. Garbage cans if attracting flies, states 100 feet from food vendor.
11. All paper goods and food products must be stored off the floor.
12. *Paper goods and food products may be stored inside concession area, but additional items that cannot be stored in this area must be stored in an approved/inspected area.
13. *All drink ice is required to be self-draining. Drink ice must be stored in an easily cleanable container, or the original bag, with a lid and an ice scoop. Beverage tubing and cold-plate beverage cooling devices may not be installed in contact with stored ice. *This section does not apply to cold plates that are constructed integrally with an ice storage bin.*
14. *Single-service cups (foam, paper, plastic, etc.) shall be dispensed from a dispenser or left in the plastic sleeve and opened from the bottom.

REQUIRED FOOD HANDLING

1. Hand washing is essential after use of restrooms, breaks and anytime hands become soiled or contaminated during operation and before gloves are put on. Hand washing signs shall be posted at all hand wash sinks; (i.e. Employees must wash hands.)
2. All food shall be prepared, served and stored in an area inspected by Springfield/Greene County Health Department. If food is prepared and/or stored outside the city, the food handler is expected to provide verification that the food preparation and/or storage site has received a health inspection from the Health Authority having jurisdiction.
3. No home canned foods are permitted, and all foods must come from an approved, inspected source.
4. Maintain food temperatures during transport, storage and service. All potentially hazardous cold foods must be below 41 degrees F until prepared or served. Furthermore, if these potentially hazardous food items are hot, they must be above 135 degrees F.
5. All foods must be protected or covered at all times.
6. Serving utensils, e.g., ladles, tongs, etc., may be stored, 1) in the hot or cold food, 2) at least two

sets of utensils can be designated per food item- one set for immediate use and one set to be stored clean- replace the dirty/used set of utensils at least every four hours- immediately wash, rinse and sanitize the used set, 3) in a container of clean water kept at 135 degrees F or above.

7. All cooking and serving utensils shall be washed, rinsed, sanitized and air-dried. All containers, utensils and food contact surfaces shall be cleaned daily at the closing of the concession.
8. If bulk ice cream is served, a running water dipper well is required, or dipper may be stored in a clean container inside freezer, or dipper may be stored in clean container of water on a hot plate at 140 degrees Fahrenheit or above, or dipper may be washed, rinsed and sanitized after each use.
9. Food employees may not contact exposed, READY-TO-EAT FOOD with their bare hands and shall use suitable utensils such as deli tissue, spatulas, tongs, single-use gloves or dispensing equipment.

ADDITIONAL REQUIREMENTS FOR MOBILE CONCESSIONS LOCATED ON SAME SITE FOR 10 OR MORE DAYS

1. Mobile unit is required to be State licensed as an operable vehicle or trailer and shall be readily movable. A mobile unit is allowed to be leveled, but a permit will not be issued if the unit has been blocked or altered to inhibit the vehicle from being readily movable.
2. Electrical hookup and service shall meet local buildings codes.
3. There shall be a written letter specifying plan(s) for the use of an approved, adequate, and accessible sewage disposal site which has been signed by the operator of the mobile unit and owner of the sewage disposal site. (Where, when, and how.) Any leakage of the waste tank or unapproved methods of dumping waste shall be grounds for immediate suspension of permit.
4. The potable water supply shall be under pressure and shall be protected from potential contaminants and tampering. Any leakage of that system, e.g., hose, tanks, etc., is of public health significance and is grounds for immediate suspension of permit. Hoses used to fill the potable system shall be food grade, protected from traffic damage during use, and covered when stored in a protected area when not in use.
5. Units that are hooked to a municipal water supply must have a backflow preventer at hose bib before hose connection is made.

PERSONAL CLEANLINESS AND HYGIENIC PRACTICES

1. While preparing food, food employees may not wear jewelry on their arms and hands. This does not apply to a plain ring such as a wedding band.
2. Food employees shall wear hair restraints such as hats, hair coverings or nets, beard restraints and clothing that cover body hair that are designed and worn to effectively keep their hair from contacting exposed food.

PERSON IN CHARGE

1. The person in charge shall demonstrate knowledge to the regulatory authority of food borne disease prevention by compliance with the Missouri Food Code, by correctly answering questions as they relate to food borne disease prevention or by certification from an approved and food protection program. The operator shall be the person in charge or designate a person in charge that has these qualifications.

2. A meeting coordinated and mandated by Health Department staff will be held Thursday prior to the Fair opening. One representative from each food establishment must attend and take on the responsibility of passing the information to all others involved in food handling. Time, location and duration will be set by the Health Department. All questions regarding this meeting should be directed to them.

Local Business Service List

The following is a list of local Springfield, MO, businesses and services provided for your convenience. Don't hesitate to contact our office at 417-833-2660 if we can be of any further assistance. For Delivery Services and other vendor services please contact the Concessions Office at the number above.

HOTELS/MOTELS (Official Fair Sponsors)

Best Western Coach House Inn: I-44, Exit 80 – 417.862.0701
Courtyard by Marriott: 3527 W. Kearney – 417.869.6700
Double Tree 2431 N. Glenstone Ave - 417.831.3131
Fairfield Inn & Suites by Marriott: 2455 N. Glenstone Ave – 417.833.9599
Hampton Inn & Suites: 2750 N. Glenstone Ave – 417.869.5548
Holiday Inn Express: 3050 N. Kentwood Ave – 417.708.4699
Holiday Inn North: 2720 N. Glenstone Ave – 417.865.8600
Home2 Suites by Hilton: 2756 N. Glenstone Ave – 417. 864.6632
La Quinta Airport Plaza: 2445 N. Airport Plaza Blvd. – 417.447.4467
Lamplighter Inn-North: 2820 N. Glenstone Ave – 417.869.3900
Oasis: 2546 N. Glenstone Ave – 417.866.5253

LICENSES, PERMITS

Missouri Department of Revenue (sales tax) – 573.751.3505
Springfield-Greene County Health Department – 417.864.1424
Springfield Fire Department – 417.864.1500

The First Party has developed usage rules and regulations based on information received from the Springfield-Greene County Health Department, guidance offered by the Missouri Department of Health and Senior Services and CDC guidelines for social distancing, the wearing of masks and other precautions to address the spread of Covid-19 and other viruses (the “Rules”). I acknowledge receipt of such Rules and agree to use the First Parties facilities in accordance with and abide by the Rules. I acknowledge that the First Party may change or modify the Rules at any time.

ASSUMPTION OF RISK WARNING: I UNDERSTAND AND ACKNOWLEDGE that participating in the Activities and using the Facilities of First Party entails **known and unanticipated risks** which could result in PHYSICAL OR MENTAL INJURY, PARALYSIS, DEATH, ILLNESS OR DISEASE, OR DAMAGE to me, my property, or to third parties. **I understand and acknowledge those risks** may result in claims against First Party. However, I am making an informed choice to voluntarily accept such risks in exchange for the opportunity to participate in the Activities and use the Facilities, and I agree that the benefits of the Activities and the use of the Facilities outweigh the risks, which include but in no way are limited to: (i) the acts, omissions or negligence in any degree of First Party, or First Party’s agents or employees; (ii) the risks inherent in the Activities, including but not limited to any physical or mental injuries; (iii) latent or apparent defects or conditions of the Facilities; (iv) improper or inadequate instruction or supervision regarding the Activities or use of the Facilities; (v) the behavior of patrons, spectators, co-participants or other vendors; (vi) accidents or incidents in the Facilities; (vii) criminal acts, terrorism or acts of war declared or undeclared; (viii) exposure or potential exposure to sickness, illness, viruses, harmful bacteria and other infectious diseases; and/or (ix) first aid, emergency treatment or services rendered or failed to be rendered by First Party, or First Party’s contractors, agents or employees.

I UNDERSTAND AND ACKNOWLEDGE that the above list is not complete or exhaustive, and that other risks, known or unknown, identified or unidentified, **anticipated or unanticipated** may also result in injury, death, illness, disease, or damage to me or to my property. I FURTHER ACKNOWLEDGE that I am, and my agents and employees are in good physical and mental health, and not suffering from any condition, disease or disablement which would or could potentially affect my and my agents and employees participation in the Activities or use of the Facilities, or harm any patrons, spectators, co-participants or other vendors.

VOLUNTARY ACCEPTANCE AND ASSUMPTION OF RISK AND RESPONSIBILITY: I EXPRESSLY AND VOLUNTARILY AGREE, COVENANT AND PROMISE TO ACCEPT AND ASSUME ALL RESPONSIBILITIES AND RISK FOR INJURY, DEATH, ILLNESS OR DISEASE OR DAMAGE to me, my agents and employees or to my property arising from participation in the Activities or use of the Facilities.

VOLUNTARY AGREEMENT TO BACKGROUND CHECK: As a condition for me and my agents and employees to participate in the Activities and use the Facilities, I acknowledge and voluntarily agree that the Fair may perform a lawful investigation into any criminal history within the United States of me my agents and employees by using a reputable third-party service engaged in the business of facilitating or providing criminal background reports (“Background Check”). I acknowledge and agree that the First Party has the right to bar or remove me or my agents and employees from the Activities or Facilities if it finds any information in the Background Check that is objectionable or would potentially present a safety risk to patrons, spectators, co-participants or other vendors at the Event. Such information shall include, but in no way is limited to, any person who (i) is a registered sex offender under the laws of any state; (ii) has, within the last ten (10) years, received a “Conviction” (defined below) for any sexually related criminal offense; or (iii) has, within the last ten (10) years, received a “Conviction” (defined below) for any felony criminal offense involving violence to another person. “Conviction” is hereby defined to mean an adjudication of guilt, any court-ordered punishment following a plea of guilty or no contest, or any court-ordered delayed or postponed adjudication, including deferred adjudication, withheld adjudication, and similar dispositions.

RELEASE AND INDEMNITY: I for myself and my agents and employees VOLUNTARILY RELEASE AND FOREVER DISCHARGE AND COVENANT NOT TO SUE First Party and all other persons or entities affiliated therewith, from any and all liability, claims, demands, actions or rights of action, which are related to, arise out of, or are in any way connected with the participation in the Activities, use of the Facilities, and/or Background Checks, **including, but specifically not limited to any and all negligence or fault of First Party.** I UNDERSTAND THIS IS A RELEASE OF LIABILITY THAT IS VALID FOREVER and will apply to all current and future participation in the Activities, use of the Facilities or Background Checks authorized hereunder. I understand that this RELEASE OF LIABILITY will prevent me, my child, my heirs or my estate, my agents and employees from bringing any action at law, suit in equity, or other judicial proceeding or making any claim for damages, injury or death in the event of damage, injury or death arising from participation in the Activities, use of the Facilities or the Background Check.

I FURTHER AGREE, PROMISE AND COVENANT TO HOLD HARMLESS AND TO INDEMNIFY First Party, and all other persons or entities **from all defense costs, including attorneys’ fees, or any other costs incurred in connection with claims for mental or bodily injury, wrongful death or property damage that may be filed by me, my child, my heirs, my**

estate my agents and employees. Such indemnity and defense obligation shall further extend to any claim, loss or lawsuit, which alleges that I or my agents or employees negligently or intentionally caused any injury, death or damage to patrons, spectators, co-participants, other vendors or other third parties in the course of Second Parties participation in the Activities or use of the Facilities.

RELEASE OF ALL RIGHTS RELATED TO MY AUDIO, VIDEO AND PHOTOGRAPHIC IMAGE: I hereby agree to a blanket release and disclaimer of all rights related to my or my agents or employees identity, name, likeness, appearance, voice, and professional and biographical information, including any audio, video and/or photographic images, that may arise out of my and my agents and employees participation in the Activities, use of the Facilities or appearance at the Event. I understand that this release includes any and all marketing, promotion, publishing or advertising that may occur anywhere and anytime on any media, now known or later developed and used by First Party. Further, I hereby grant full permission for First Party, to record any or all of my and my agents and employees participation, and my name and my agents and employees names and likeness in the Activities for photos, motion pictures, TV, radio, internet, social media, streaming video, video or audio recordings and any other media, now known or later developed, and to use them in perpetuity, no matter by whom taken or recorded, in any manner for publicity, promotions, advertising, trade or commercial purposes, without any reimbursement of any kind due to me, or my agents and employees or the need to pay me or my agents and employees any fee whatsoever. The First Party shall have the exclusive right, but not the obligation, worldwide and in perpetuity to use and to license others to use all or any portion of the audio, video, or photographic images that may arise out of or in connection with my and my agents and employees participation of the Activities. I agree that First Party will be the exclusive owner of all rights, including but not limited to the copyrights, in and to the audio and video recordings, photographic images, subsequent broadcasts thereof, and the results and proceeds of my and my agents and employees participation hereunder (collectively referred to as the "Materials"). I agree that the Materials shall constitute a "work made for hire" pursuant to the United States Copyright Act. To the extent any of the Materials are not considered a "work made for hire," I hereby assign for myself and my agents and employees all rights in the Materials to First Party. Such assignment shall be deemed irrevocable and coupled with an interest.

ENTIRE AGREEMENT, SEVERABILITY AND VENUE: I understand that this is the entire Agreement between the undersigned and First Party, and that it cannot be modified or changed in any way by the representations or statements of First Party or any employee or agent of First Party, or by the undersigned. I understand and agree that this Agreement is severable and that if any clause is found to be invalid, the balance of the contract will remain in effect and will be valid and enforceable. I agree that any action will be brought in a court in the County of Greene , State of Missouri. Any disputes will be subject to and determined under the laws of the State of Missouri.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in the Activities or use of the Facilities, I may be found by a court of law to have waived my right to maintain a lawsuit against First Party on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

I hereby acknowledge that I have read and agree to all items and terms listed in the 2021 Ozark Empire Fair Handbook.

Signed: _____ Date: _____