

Ionia Free Fair
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Concessionaire's/Exhibitor's Guidelines

Section 1.0 Policy

It is the policy of the Ionia Free Fair Association that the Ionia Free Fair shall be operated as a showcase for agriculture promotes agriculture competition, entertainment, and to provide for cultural, educational and scientific exhibits. The Ionia Free Fair shall be held for 10 consecutive days.

Section 1.1 Privilege to Operate or Exhibit

The privilege to operate or exhibit shall be according to the laws of the State of Michigan without infringement upon the rights or privileges of others. Lessees will not handle or sell any commodity or transact any business upon and within the Ionia Free Fair Grounds except that which is expressly stipulated in the contract, a lessee must confine the business and the promotion and advertising of the same on the Ionia Free Fair Grounds to the assigned space.

Section 1.2 Reassignment of Space

Reassignment of space will be handled in the following manner:

- A. Following the close of the most recent Ionia Free Fair, all concessions/exhibits will be evaluated with regard to performance (i.e., payment of fees, public health compliance, appearance of concessions, revenue generated, and any formal written complaints from the public arising out of the performance of activities on the grounds).
- B. The Ionia Free Fair shall accept payment of deposits as application for reassignment of space. After evaluation of performance of activities as outlined in subsection A the Ionia Free Fair shall refund any deposits to any concessionaire/exhibitor that is determined to be substandard in performance. The acceptance of a deposit is not a contract for reassignment of space.

Section 1.3 New Applicants for Space

- A. All new applications for space shall be accompanied by a color photograph of the concession/exhibit. If the proposed concession/exhibit differs significantly from the photograph, the fair reserves the right to reconsider the application. Factors that would affect the application for space would be physical limitations, the general appearance of the structure, possible interference with existing structures, power sources, water, and sewer.
- B. All new applications will be considered after all relocations and reassignments have been made.
- C. The privilege to operate a concession/exhibit shall be evaluated based upon the following: Appearance of the concession/exhibit, the current number of similar concession/exhibits, and revenue potential of concessions.

Section 1.4 Substitute Location or Discontinue of Contracts

Alterations in the Ionia Free Fair and its grounds may make it necessary to eliminate previously available or contracted space from one year to the next. In these cases, the Ionia Free Fair reserves the right to offer a substitute location or discontinue a contract completely.

Section 1.5 Policy Governing Exhibits/Concessions and Approval to Conduct Business.

The Fair reserves the right to license and regulate all concessions/exhibits on the grounds. The business conducted shall at all times conform to the provisions of the space rental contract.

Section 1.6 Exercising Constitutional Freedoms

The Ionia Free Fair recognizes that the Fair is a proper forum for the free exchange of ideas in a free society. Any person desiring to distribute information and/or solicit contributions on the Free Fair Grounds in the exercise of their Constitutional Freedoms, the Fair shall designate an area or areas from which these activities may be conducted. All activities shall be conducted from within the space designated. All persons requesting such privilege shall apply to the Free Fair at least 45 days prior to the opening of the Fair. The grant of such privilege shall be subject to the general criteria as listed in these guidelines pertaining to the approval of the right to conduct business.

Section 1.7 Assignment of Contracts

The Ionia Free Fair contract for concession/exhibits shall not be assigned, hypothecated or otherwise disposed of without the written consent of the Free Fair. Obligations provided for in said contract, including payments for space, electric, and trash removal shall remain the obligation of the original concessionaire/exhibitor, irrespective of approved subleasing. Contracts shall not be assigned unless the death or sickness of the original concessionaire/exhibitor makes assignment necessary in order to perform the provisions of the contract for that year's fair. Approved subcontracting does not transfer any rights to reapply to the subcontractor and if subcontracting is approved, it will be valid for the current year's Fair.

Section 1.8 Removal

The Fair reserves the right to remove any sign, banner, display, or advertising that it deems to be objectionable. Any concessionaire/exhibitor that does not comply with a request to remove said materials would be removed from the grounds.

Section 1.9 Concessions and Exhibits Prohibited

No roving concessions or exhibits shall be permitted.

Section 2.0 Measuring Space

Outside space shall be measured from the tie-in, overhang to overhang awning to awning or trailer hitch to bumper. Stands will be measured from lot line to lot line. Service areas on either side of the main structure will be considered as part of the main structure in determining the rental charge.

Section 2.1 Broadcasting Devices

No loud speakers, radios, or amplifiers or other broadcasting devices can be used on the location described in the contract without permission of the Ionia Free Fair. Approval to use such a broadcasting device shall be based upon the Fair's determination of whether the use of such a device will interfere with the normal and usual conduct of business by adjoining or adjacent concessionaire/exhibitors.

Section 2.2 Display of Exhibit or Concession Number and Prices

Each concessionaire/exhibitor shall display their permit number in a conspicuous place that is easily seen by fairgoers. All concessionaires shall post their prices. Failure to post prices shall make the concession subject to removal from the grounds without the refund of concession payment.

Section 2.3 Protection of Concessionaire/Exhibitors Property

Concessionaires and exhibitors shall be responsible for securing all merchandise. The Ionia Free Fair assumes no liability for the loss of any personal property or product.

Section 2.4 Distributing Literature or Display Advertising

All concessionaires/exhibitors shall distribute literature or display advertising within the rented space. Under no circumstances will any concessionaire/exhibitor be allowed to place advertising on buildings, pole or fences.

Section 2.5 Payment of Space Rental

All fees for space rental shall be paid in full upon signing the contract. Payment of fees shall be in the form of cash, money order, or a certified cashier check.

Section 2.6 Sales During the Fair

All persons subject to percentage of sales shall make their payment for the prior day's sales no later than noon of the following day. Failure to make a timely payment shall make the contract subject to cancellation. Percentage contracts shall be negotiated rates and the rate shall reflect various factors such as price of product, gross potential, and margin of profit.

Section 2.7 Removal of Property

All property and equipment of the concessionaire/exhibitor shall be removed from the Fairgrounds no later than Wednesday following the close of the annual Fair. Failure to remove the equipment shall make said equipment subject to storage charges. The Fair reserves the right to relocate equipment to a designated storage area.

Section 2.8 Inside Exhibits

Inside exhibits shall not exceed 8 feet in height on back wall. Booth sidewalls or wings from the center of the booth to the aisles shall not exceed 3 feet in height

Section 2.9 Concessionaires or Exhibitors Trailers

A trailer used for storage of supplies, as an office, with a direct relationship to specific exhibit or concession will be assigned to vendor supply vehicle storage area. All living units will be located in the regular campground at the appropriate fee. All storage vehicles must be properly identified with a paid supply vehicle sticker.

Section 3.0 Concessionaires/Exhibitors General Standard of Conduct

All Concessionaires/Exhibitors shall refrain from engaging in fraudulent activity, misrepresentation, or illegal activity towards patrons of the Fair. Concessionaire/Exhibitors who misrepresent or give false information on an application shall have all rights revoked.

Section 3.1 Emergency Closing

In emergency situations the Fair reserves the right to close any concessions and limit operations when such actions are deemed necessary for the public health, safety, or welfare.

Section 3.2 Admission of Vehicles

A. Motor vehicles may be admitted to the Fairgrounds provided that the vehicle has a parking permit. Concessionaires/Exhibitors will be provided with appropriate parking credential. The general public shall purchase parking for admission to general public parking. Bicycles shall not be permitted on the grounds except for competition, demonstrations, or exhibition purposes. All

vehicles will be permitted to park only in designated areas. Golf carts must apply for a permit and pay the specified fee, if applicable.

- B. Each concessionaire will receive two weekly parking passes with a paid contract. One additional parking pass with each location after first. For additional parking passes needed, they may be purchased at the fair office for \$22.00. Two booths next to each other in the Exhibition or Merchants Buildings are considered one location. Concessionaire/Exhibitor parking will be in an assigned area.

Section 3.3 Camping

Overnight camping will be allowed in camping areas designated from time to time by the Fair. Camping is available to concessionaires and exhibitors first pursuant to an application and payment of the appropriate fee. All campers must display the camping sticker in a prominent location.

Section 3.4 Removal of Illegally Parked Vehicles

Any vehicle parked in an unauthorized parking area, not parked in its designated parking area may be towed to a designated lot where the owner may claim said vehicle upon payment of the appropriate towing charge. The Ionia Free Fair shall assume no financial liability for any charges, fees, or damages to contents of any vehicle that is towed.

Section 3.5 Pets

Pets must be kept on a leash or confined at all times. Dogs leash must be tied in such a manner to allow safe clearance for passerby in all aisles or in barns. No animals will be allowed on the midway unless said animal is used for the assistance of the physically challenged.

Section 4.0 Set-up

Exhibitors must be set-up by opening of fair Thursday at 5:00pm. No exhibitor may set-up from 6:00pm to 11:00pm on the opening Thursday. Outdoor exhibitors may set-up early the Saturday before. Indoor exhibitors may begin setting up the Tuesday before. Any electric usage is subject to additional charge.

Section 4.1 Exhibition Building Hours

The building will be open for restocking at 8:00am. It will be open for business at 12:00 Noon–10:30pm on weekdays and 11:00am–11:00pm on weekends. You are expected to stay open until the building closes.

Section 4.2 Concessionaire Hours

All restocking must be done before 10:00am. All concessionaires must be open for business one hour before the midway opens and stay open until it closes. The midway hours are as follows: Monday through Thursday, 1:00pm to 11:30pm; Friday, Noon to Midnight; and Saturday and Sunday, 11:00am to Midnight.

Section 4.3 Insurance

All concessionaires are required to send a proof of insurance naming the Ionia Free Fair, its directors, officers, and employees as additional insured. This must be supplied to the Fair before arriving and operating at the fairgrounds.