



**Exhibit/Concession**

**Rules and Regulations**



**October 3-14, 2018**

**Mississippi State Fair  
Post Office Box 892  
Jackson, MS 39205  
Phone: 601-961-4000  
Fax: 601-354-6545  
[www.msfair.net](http://www.msfair.net)**

# Mississippi State Fair

## October 3-14, 2018

*It is our pleasure to welcome you as a participant in the 2018 Mississippi State Fair.*

*Please read all of the information provided to you carefully. It is your responsibility as a Fair participant to familiarize yourself and all personnel involved with your space regarding Mississippi State Fair rules and regulations. The information contained on these pages and in the space rental contract were established for the benefit of all exhibitors and concessionaires. By following them everyone will be able to look forward to a successful fair.*

### General Information

Mailing Address

Mississippi State Fair  
1207 Mississippi Street  
Jackson, MS 39202

E-mail addresses:

[www.msfair.net](http://www.msfair.net)

[tracey@mdac.ms.gov](mailto:tracey@mdac.ms.gov)

Phone Numbers

601-961-4000

FAX: 601-354-6545

### Administration

Tracey Gardner – Fair Manager

Jamie Laird – Trade Mart Manager

Carl Stevens – Fairgrounds Maintenance Manager

Mark Wolken – Kirk Fordice Equine Center Manager

Sam Sherrill – Coliseum Manager

Lori Guynes – Purchasing

Anna Moore - Receptionist

### Administration Office

Coliseum

### Important Phone Numbers

MS Department of Health – 601-260-9982

## **FAIR HOURS**

Wednesday, October 3rd	5:00 p.m. – 10:00 p.m.
Thursday, October 4 <sup>th</sup>	10:00 a.m. – 10:00 p.m.
Friday, October 5 <sup>th</sup>	10:00 a.m. – 1:00 a.m.
Saturday, October 6 <sup>th</sup>	8:00 a.m. – 12:00 a.m.
Sunday, October 7 <sup>th</sup>	10:00 a.m. – 10:00 p.m.
Monday, October 8 <sup>th</sup>	10:00 a.m. – 10:00 p.m.
Tuesday, October 9 <sup>th</sup>	10:00 a.m. – 10:00 p.m.
Wednesday October 10 <sup>th</sup>	10:00 a.m. – 10:00 p.m.
Thursday, October 11 <sup>th</sup>	10:00 a.m. – 10:00 p.m.
Friday, October 12 <sup>th</sup>	10:00 a.m. – 1:00 a.m.
Saturday, October 13 <sup>th</sup>	8:00 a.m. – 12:00 a.m.
Sunday, October 14 <sup>th</sup>	10:00 a.m. – 10:00 p.m.

Hours may be adjusted depending on attendance and/or weather

## **TRADE MART HOURS**

10:00 a.m. until 9:00 p.m. each day

**Exhibitor Check in**  
**Due to Construction...TBD**

## **CHECK IN DAYS**

Sunday, September 30th	2:00 PM until 4:00 PM
Monday, October 1st	10:00 AM until 3:00 PM
Tuesday, October 2nd	10:00 AM until 3:00 PM
Wednesday, October 3rd	10:30 AM until 12 Noon

Trade Mart Exhibitors may begin moving in on:

Tuesday, October 2nd                      12 Noon until 4:00 PM

## **MOVE-IN PROCEDURES**

- Upon arrival and before beginning to move in, EVERY Exhibitor MUST check-in **Due to Construction...TBD**. Here Exhibitors will pay any balances due to the fairgrounds, pick up their Welcome Packet, receive their passes for the fair and be informed of any additional information from the fair officials.
- Your location during the fair will be clearly marked. Outside spaces will be marked on the asphalt with paint. Inside spaces will be identified with a sign at your location.
- Do not block fire lanes as you are unloading. Aisles should be kept as clear as possible. Please be considerate of others by not blocking aisles for any longer than necessary.

- Any request to change or move locations must be submitted in writing to the Mississippi Fair Commission Office. No change request will be considered once the Mississippi State Fair begins.

### **MOVE-OUT PROCEDURES**

- On closing night, the Mississippi State Fair will be open until the lights on the Ferris-Wheel go dark. Exhibitors may not begin dismantling booths until after the closing time. Early dismantling of your booth may result in a fine and or not being invited to return.
- When preparing equipment for move-out, any oil or grease must be disposed of in the proper containers provided for you.
  - **Any grease or oil that is found dumped on the ground in your space area may result in a monetary fine not to exceed \$500.00 and/or not being invited to return to future Mississippi State Fair.**

### **CONTRACT AGREEMENT**

- The contract agreement for exhibit or concession space must be properly signed and returned by the date specified when it is issued or it can be declared null and void by the MS Fair Commission. After the contract agreement has been received in the Mississippi State Fair office and signed by the Executive Director, a copy will be sent to the exhibitor for his files.
- Additions of new items or changes in items to be exhibited must receive approval from the Mississippi State Fair. Any items in an exhibitor's space not authorized per his contract agreement are subject to removal at the Mississippi Fair Commission's discretion.
- Exhibitors shall not assign, sublet or apportion the whole or any part of the space allotted, not exhibited therein, nor permit any other party to exhibit therein, any goods or advertising matter other than those manufactured, distributed or sold by the exhibitor in the regular course of business, nor permit any representative of any firm or company not exhibiting to solicit business or take orders in his space, except as listed on contract agreement.
- Exhibitors shall not advertise and/or display signage that will conflict with sponsorships made by the MS Fair Commission.
- Any item found to be objectionable by the MS Fair Commission, whether advertised or offered for sale by an exhibitor, shall be immediately withdrawn and removed from the premises at the request of the Commission. If it is not removed immediately, the Commission may close said leased space and remove exhibitor without liability.
- The Commission reserves the right to regulate the commodities and services offered by exhibitors, and the type and location of price signs exhibitors post for the benefit of patrons.
- Exhibitors further agree to honor all distribution rights and privileges granted by the Commission and purchase from said distributors all such products or services as required for use of sale at the Mississippi State Fair.
- In order to keep our contract records and account information current and correct, it is imperative that exhibitors notify us immediately of any changes in company

name, address, phone numbers or change of management that are currently indicated on their contract agreement.

## **DEPOSITS**

- A 50% deposit is required with the signing of the contract and the remaining balance to be paid prior to set up. Any agreement negotiated and executed after September 1, shall require full payment with said execution. Payment must be made in the form of Cash, Personal Check, Business Check, Cashier's Check, or Money Order payable to the Mississippi Fair Commission.
- If at any time subsequent to the signing of the contract agreement, the Commission deems it in the best interest of the Commission to cancel or change the dates of the Mississippi State Fair as set forth in the contract agreement, the exhibitor accepts such action without claim for loss or damage except the right to make written request for return of amounts paid on contract agreement, which request must be made within fifteen (15) days of the mailing of notice to exhibitor. If request for refund is not received by the Commission within fifteen (15) days, the exhibitor shall be deemed to have accepted and agreed to such change.

## **REFUND POLICY**

- Should an exhibitor find he or she is unable to participate in the Fair; the cancellation must be made in writing.
  - The Commission reserves the right to refuse any/all refunds on monies or contracts cancelled by the exhibitor.

## **FOOD CONCESSIONAIRES**

- Food concessionaires must submit a menu listing the items they wish to sell and the price for each prior to the Fair at a time stipulated by the Commission.
- It is the Food concessionaire's responsibility to read and comply with the Hinds County Health Department regulations.
- Food exhibitors must have a permit from the Hinds County Health Department in order to open their booths.
  - The Hinds County Health Department will come to each stand to sell you the permits.
- Concession trailers must have skirting. Trailers should have removable hitches or skirting to conceal the hitch.
  - Soft drink canisters and/or other equipment stored outside in the back of the stand must be concealed with tent/canvas screening or attractive fencing.
  - Attractive fencing of some kind must be in place to keep fairgoers from getting behind your booth or between you and your neighbor. Work with your neighbor on this. This barrier must be in place by 5pm on opening night and remain until closing night.

- Under no circumstances is grease to be poured into trash barrels, dumpsters, or drains. Grease disposal barrels will be placed in locations throughout the grounds. There will be an up to \$500 fine for dumping grease!
- **If you do not comply with these regulations it is to the discretion of management to close your stand.**
- There shall be no building of structures on the fairgrounds.
- There will be no washing or painting of booths on the midway.
  - MFC will provide an area for your use.
- The Fire Marshall has deemed it mandatory that concessionaires adhere to the following regulations:
  - Propane bottles must be secured and in an upright position.
  - Any person cooking on grills or with deep fryers must have in their booth/stand a 20 lb dry chemical fire extinguisher.
  - Cookers and grills must be on asphalt with wooden or vinyl fencing surrounding the unit.
- Tent stake lines should be flagged for safety with brightly colored pennants.
- Due to conditions that the Midway has been left in at the end of the fair for the past couple of years, the following rule has been put in place.
  - If garbage, debris, or if grease is poured on to the asphalt of the area of the midway that you are renting, a fine may be assessed and/or you will not be allowed to return to the fair the next year.
- The Mississippi Fair Commission will designate a trash pickup area.
- The Concessionaires meeting will be held in the Judging Arena on Wednesday, October 3rd at 1:00pm. It is located on the West side of the fairgrounds in the cattle barns.
  - **THIS MEETING IS MANDANTORY; YOU MUST HAVE A REPRESENTATIVE ATTEND THIS MEETING.**

## GENERAL RULES AND GUIDELINES

- The process of fair vendor/booth selection and placement is done annually by a committee made up of fair commission employees. The selection and assignments of space are at the sole discretion of the Mississippi Fair Commission. Midways adjustments are made each year and locations are subject to change on a year-by-year basis. Vendor locations are based on a variety of criteria during the application process, including but not limited to: availability of space, appearance of booth/stand/set up, product(s) offered, uniqueness of products, variety of products, references & recommendations from other fairs/festivals, etc. Space is rented on an annual basis and is not guaranteed. Submission of an application in no way guarantees that space will be offered.
- Booths must be properly staffed at all times during the operating hours of the fair.
- An exhibitor must confine his business and the promotion and advertising of it on the fairgrounds to the space assigned him. Failure to comply with this rule will subject exhibitor to forfeiture of space privileges without reimbursement.

- No signs, banners, wires, advertisements, decorations or obstructions of any kind may extend from or to the ceiling of a building or area in which the contracted space is situated.
- In the building, no advertising material of any kind may extend higher than 8'. The view of the adjoining exhibits shall not be obstructed.
- All tables used in booths should be neatly and cleanly draped on all sides exposed to the public. Boxes should be stored behind curtains or under tables, the intent to have a booth with a neat appearance.
- Hand lettered/maker signs shall not be used. We require the use of professional signage, which is neatly printed/painted and arranged, as it will enhance the appearance of your booth.
- Costumed personnel, and/or other individuals hired for advertising/promotional purposes by an exhibitor, must remain in the exhibit space assigned to the exhibitor. They may not circulate in the aisles or other areas of the buildings and/or fairgrounds unless approved by management.
- No large inflated balloons are allowed in the buildings for decoration/advertising purposes.
- The Mississippi State Fair will not tolerate discourteous behavior which could include: inappropriate touching (reaching into aisles at fair guests); offensive language; acts considered to be sexually harassing; verbal attack; or any workplace violence.
  - Exhibitors found to be involved in any way in fighting, confrontation, or violence of any sort, will be at risk of immediate expulsion and exclusion from future events.
- Individuals working in any concession or exhibit are considered the employees of the contracted Exhibitor who is responsible for the employees' acts, errors, omissions, representations, appearance, conduct and behavior.
- It is the responsibility of each contracted Exhibitor to be informed of all applicable laws concerning employee's compensation, unemployment coverage, social security taxes, and other federal and state employment requirements.
- As a contracted Exhibitor, you may speak on behalf of your own business but not on behalf of the Mississippi State Fair. In order for information to come from one single reliable source, Exhibitors should refrain from spreading misinformation by speculating, commenting on, or repeating rumors. All media inquiries should be directed to the Mississippi Fair Commission Office.
- No exhibit may be placed or operated anywhere on the Mississippi State Fairgrounds property without written authorization, in the form of a contract, from the Mississippi State Fair.
- The Mississippi State Fair logo is trademarked. Use of the official logo or any other associated names, artwork or graphics is strictly prohibited without prior written consent from the Mississippi Fair Commission.
- **PUBLIC INTOXICATION** by any vendor or vendor employee **will not be tolerated** at any time.

## ADVERTISING

- All items to be sold, displayed, advertised, promoted or demonstrated must be listed on the contract agreement.
  - Any items to be given away or handed out must first be approved by the Commission.
  - Solicitation of Fair patrons by exhibitors or agents of exhibitors outside of or away from the exhibitor's location shall not be permitted.
  - Signs or advertising matter of any kind deemed objectionable by the Commission will be removed, without liability or damage therefore by the Commission.
- Obstructing of visitors' passageways, use of the public address systems, recorders, gongs, loud music, neon signs or methods of attracting attention shall not be permitted.
- The Commission shall be the sole authority as to what is objectionable and all such decisions shall be final.

## GIVE-AWAYS

- Blown-up balloons, caps and t-shirts are not allowed to be given away. No gummed, adhesive backed labels, stickers, bumper stickers, stick-ons for clothing or any type of stick-on items may be given away.

## SOUND EQUIPMENT

- Approved microphones, TV's, radios, loudspeakers, musical instruments or other sound equipment must be kept at a reasonable volume in order not to disturb normal business transactions in nearby exhibitor's space or in adjacent public space.
  - In no instance shall sound from such devices be overbearing beyond the limits of the space contracted to exhibitors and concessionaires using it.
- Fair management reserves the right to revoke permission to use such equipment entirely if the provisions of this rule are not observed.

## SOLICITATION OF FUNDS

- Solicitation of funds for any political, educational or charitable corporation or association or any other corporation, association, group, individual or cause of any kind of character shall be prohibited unless approved by Fair management.

## EXHIBITOR PASSES

- Passes are for personnel working in exhibitor's booth only. Violation of this privilege ***can result in cancellation of an exhibitor's rights*** and the exhibitor will be barred from participating in future Mississippi State Fairs. Passes will be distributed as follows:

Independent Midway Booths (Based on Total Footage)	
10' – 19'	5 Free Passes
20' – 39'	8 Free Passes
40' – 59'	10 Free Passes
60' +	20 Free Passes



Trade Mart Booths

10 X 10	3 Free Passes
20 X 10	6 Free Passes
30 X 10	6 Free Passes
40 X 10	6 Free Passes

- Any additional passes needed, will be an additional \$40.00 per pass for Independent Midway Booths and for Trade Mart Booths.
  - ***THIS WILL BE STRICTLY ENFORCED***
- Each pass covers the gate admission and parking for that individual. You must have this pass with you to be able to enter the fairgrounds each day. If your pass is lost or if you forgot your pass, you will be required to pay admission and parking to the fair.
- **ALL MIDWAY & TRADEMART VENDORS MUST ENTER THE GROUNDS THROUGH GATES 4, 5, AND 14 ONLY.**

**E-VERIFY**

IN REFERENCE TO SENATE BILL 2988. THIS ACT STATES THAT EVERY CONTRACTOR WHO ENTERS INTO A CONTRACT WITH A PUBLIC EMPLOYER, E.G., THE FAIR COMMISSION, MUST REGISTER AND PARTICIPATE IN THE STATUS VERIFICATION SYSTEM. S.B. 2988 § 2 (4) (b) (iii). THIS PROVISION APPLIES TO CONTRACT'S ENTERED INTO AFTER JULY 1, 2008. S.B. 2988, § 2 (4) (C).

**Contractor/Seller represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor/Seller agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Contractor/Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor/Seller understands and agrees that any breach of these warranties may subject Contractor/Seller to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor/Seller by an agency, department or governmental entity for the right to do business in Mississippi for**

up to one (1) year, or (c) both. In the event of such termination/cancellation, Contractor/Seller would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit."

### **MERCHANDISE RESTRICTIONS**

- The sale of the following merchandise will not be allowed – laser pointers and key rings, drug related items, T-shirts and other products with obscene/offensive pictures and/or printing, martial arts items (other than certain types of clothing), rubber band guns, blow dart guns, crossbows, weapon related products, smoke bombs, bomb bags and knives.

### **SECURITY**

- There will be security on the fairgrounds and in the buildings during the fair. Although security officers are assigned to the buildings at specified times, they are unable to watch over each exhibitor's booth. Therefore, it is recommended exhibitors staff their booths when the building opens and remain in their booths until the building has been cleared of the public in the evening, if they are concerned about their merchandise.

### **ELECTRICITY**

- Outside Concessionaires are required to pay a **\$100.00 electrical set up fee per booth before the fair begins.**
- **Additional ELECTRICITY Fees:**
  - Each 30 AMP = \$30
  - Each 40 AMP = \$40
  - Each 50 AMP = \$50
  - \*All electrical hookups will be verified by electrician and any changes will be charged accordingly.
- In addition, any wiring or special requirements needed from outlets to stands or exhibit booths will be made at the exhibitor's expense. Charges for labor and materials supplied by the Fair's designated electricians and plumbers shall be paid at the time the service is performed, according to the rates it has established for such services and materials.

### **WASTE DEPOSAL**

- A **\$150.00 fee per booth will be mandatory for the handling of waste disposal. MFC will designate an area for trash pickup.**

### **LANDSCAPING**

- Landscaping is required for all booths on the midway. You may choose to landscape your area yourself or you may pay a landscaping fee of \$75.00 per booth to the Mississippi Fair Commission and they will provide the landscaping for you. Prizes will be awarded to exhibitors for the Most Original Booth, Most Colorful Booth, and Best Overall Booth. (Landscaping provided by the Fair is not eligible for contest)
- The purpose of the landscaping requirement is to provide an attractive midway area for Fair patrons and exhibitors.

- A **penalty of \$100.00** will be assessed to any and all booths that do not landscape their area.

## **INSURANCE**

- ALL exhibitors are required to have a general public liability insurance coverage of at least \$1,000,000 naming the MS Fair Commission as the additional insured. Exhibitors must provide the Fair with a certificate of insurance by September 1. An exhibitor packet with credentials will not be released at Fair time, nor will exhibitor be allowed to set up without proof of insurance.

## **LIABILITY**

- The exhibitor agrees to save and hold harmless the Commission from any debt, liability or judgment incurred for any cause of action, claim or damage, liability, cost or expense to persons or property, resulting directly or indirectly from the acts, or omissions, merchandise sold, presence or operation of said exhibitor, its agents or employees, on the premises of the MS State Fairgrounds.
- Also the Commission shall not be responsible for any injury to the person or persons of the exhibits, its employees or agents, from any cause whatever arising from the performance on their contract agreement, and the exhibitor in signing the contract agreement expressly releases the Commission from any and all claims for such loss, damages or injuries.

## **SALES TAX**

- The Mississippi State Tax Commission will issue exhibitors a temporary Mississippi Sales Tax permit number at the Fair. The Mississippi State Tax Commission will visit your booth during the fair. The Mississippi State Tax Commission will have a representative at the Exhibitor's Meeting on opening day of the fair to distribute their crucial information to you. That is why it is very important that you attend this meeting.

## **FREIGHT DELIVERY-STORAGE**

- **DO NOT SEND ANY PACKAGES TO THE PO BOX ADDRESS. PACKAGES WILL NOT BE ACCEPTED AT THE P O BOX ADDRESS.**
- Exhibitors must arrange for pre-payment before delivery or be on hand when the shipment arrives. The address label on the package should contain exhibitor's name and/or company, exhibitor's phone number, Mississippi State Fair, exhibit building or outside area and space number: 1207 Mississippi Street, Jackson, MS 39202.
- UPS or Fed Ex will deliver packages at Gate 5 daily. It would be to your best interest to be there to meet them if you are expecting a delivery.
  - ***The Mississippi State Fair will not be responsible for any deliveries nor will they sign for any deliveries.***

## **VEHICLES**

- Cars, trucks, etc are not allowed to drive on the midway once the fair has officially opened for the day.

- Deliveries must be made prior to each day's opening and vehicles must be off the midway at opening time.
- Wheeled transportation (bicycles, motor bikes, golf carts, etc) will not be allowed on the midway after posted gate opening times.
  - If this rule is violated there will be a \$50.00 penalty.

### **PETS**

- No dogs or pets, other than handicapped assistance dogs, shall be permitted on the fairgrounds or in exhibit buildings during the Fair except when confined within the campgrounds areas or in areas designated by the Commission unless they are part of an authorized act or exhibit.

### **DISPUTES**

- The Fair's Executive Director shall be the final arbiter of disputes between exhibitors and/or concessionaires.
- No promise, representations, agreements or conditions have been made or agreed to which are not stated fully on the exhibitors contract agreement or in the Exhibit/Concession rules and regulations.

### **RV PARKING**

- There are facilities on the fairgrounds for RV parking. You may pre-pay for your RV Space and space will be guaranteed for you. This payment will be due with your signed contract and deposit.

### **MISCELLANEOUS INFORMATION**

- Tables, chairs etc may be rented from the Fair's decorating service contractor. The decorating service will have a table set up in the exhibit building to take orders.
- ATM's are located on the grounds
- Emergencies, emergency messages, information on lost, found and stolen articles, lost children, etc., should be reported to the security office of the Hinds County Sheriff's Department
- To locate towed vehicles contact the Hinds County Sheriff's Department.
- AMR will be located on the fairgrounds with supplies and personnel to handle medical needs
- Logo of the Mississippi State Fair may not be used under any circumstances without prior written permission of the Mississippi State Fair
- If, for any reason, you, as an exhibitor, need information or assistance during the fair or while setting up or operating your booth, please contact the Building Manager in your exhibit area. He will either handle the situation for you or direct you to the proper personnel.

- |                        |   |  |
|------------------------|---|--|
| 1 Mississippi Coliseum | 11 Corral (Multi-Use)                   | 21 MS Street Armory                    |
| 2 Trademart            | 12 Livestock Barn                       | 22 Midway Comfort Station              |
| 3 Horse Barn           | 13 Livestock Barn                       | 23 Horse Barn (Steel Bldg)             |
| 4 Horse Barn           | 14 Judging Arena                        | 24 MDAC Main Office in Coliseum Bldg 1 |
| 5 Hay Barn             | 15 Livestock Barn (Dairy)               | 25 Expo Center                         |
| 6 Children's Barnyard  | 16 Livestock Barn (Milk Parlor & Dairy) | 26 Maintenance Dept.                   |
| 7 Hog Barn             | 17 Biscuit Booth                        | 27 Campground                          |
| 8 Sheep Barn           | 18 Welcome Center                       | 28 Propane Tank                        |
| 9 Horse Barn           | 20 Comfort Station                      |  |
| 10 Horse Barn          |   |  |



