



# IOWA STATE FAIR INTERIM EVENT POLICIES

*Effective 2021*

## TABLE OF CONTENTS

---

BOOKING POLICIES.....	4
ACCESS BY LESSEE .....	5
ADMISSIONS.....	6
ADVERTISING AND PROMOTION .....	6
AEROSOL CANS.....	7
AISLES.....	7
AMERICANS WITH DISABILITY ACT .....	7
ANIMALS/PETS.....	7
ANNOUNCEMENTS .....	8
ATM.....	8
ATTACHING TO SURFACES .....	8
AUDIO-VISUAL SERVICES.....	8
BALLOONS & DRONES.....	8
BANNERS OR SIGNAGE.....	8
CAMPING .....	9
CAPACITIES.....	9
CATERING.....	9
CLEANING AND MAINTENANCE .....	9
CONCESSIONS .....	10
CONCRETE/ASPHALT ANCHORING & GROUNDS STAKING .....	10
CONDUCT/ EJECTIONS/ CRIMINAL TRESPASS.....	10
CONTROL OF PREMISES .....	11
COPYRIGHTS.....	11
CURFEW .....	11
DELIVERIES .....	12
DENIAL OR REVOCATION .....	12
DOORS OPEN.....	12
EJECTIONS .....	12

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EMERGENCY MANAGEMENT .....	13
EMERGENCY PHONE NUMBER.....	13
EVACUATION OF FACILITIES.....	13
EVENT CARPETING .....	13
EVENT COORDINATOR .....	13
EVENT SCHEDULE INFORMATION.....	13
EVENT SIGNAGE AND MARKING .....	14
EXCLUSIVE SERVICES .....	14
FIRE/FIRE EXTINGUISHERS .....	14
FIRST AID COVERAGE .....	14
FLOOR PLANS .....	15
FLOOR SPACE .....	15
FOOD/BEVERAGE/NOVELTIES.....	15
FRAUD OR MISREPRESENTATION .....	16
GOLF CARTS.....	16
GRATUITIES .....	17
HOUSEKEEPING .....	17
IDENTIFICATION .....	17
INCIDENT REPORTS .....	17
INDOOR LANDSCAPE MATERIAL HANDLING.....	17
LOTTERIES/RAFFLES .....	18
MOVE-IN/MOVE-OUT POLICIES .....	18
MUSIC, AMPLIFIERS AND BROADCASTING REGULATED.....	18
NON-COMPETE CLAUSE .....	18
OCCUPANCY .....	18
OUTDOOR EXHIBITS .....	18
PACKAGE/BAG INSPECTION.....	19
PARKING FEES, PASSES AND REGULATIONS .....	19
PLUMBING .....	19
PRE-EVENT CONFERENCE.....	19
PRICES .....	19
PROTESTING.....	19

---

RECEIPT OF PROPERTY .....	20
RE-ENTRY/PASSOUTS .....	20
REMOVAL OF MATERIALS/PRODUCTS .....	20
RIGGING .....	20
RIGHT OF REFUSAL .....	21
SAFETY .....	21
SECURITY .....	21
SETTLEMENT .....	22
SEVERE WEATHER .....	22
SKATEBOARDS, IN-LINE SKATES, ROLLERSKATES, SCOOTERS, HOVER BOARDS .....	22
SMOKING/VAPING .....	22
SOLICITATIONS .....	22
SPECIAL ORDERS .....	23
STAFFING .....	23
TELEPHONE/TELECOMMUNICATIONS .....	23
TOWING .....	23
TRASH REMOVAL .....	23
TRUCKS AND TRAILERS .....	23
UTILITIES .....	24
VEHICLES/ RV/ BOATS .....	24
VISITOR SAFETY—FIRE/EMERGENCY/CROWD MANAGEMENT .....	24
WEAPONS .....	24

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# BOOKING POLICIES

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## EVENT BOOKING CRITERIA AND PROCEDURES

The Iowa State Fair (herein referred to as “ISF”) expressly reserves final discretion to accept, modify, refuse or terminate bookings in accordance with these policies and to solicit, develop or promote any event consistent with ISF objectives and the interests of the State of Iowa. ISF will consider a number of factors in evaluating potential bookings including but not limited to the projected economic impact to ISF, the possibility of repeat booking, any similar events already contracted within requested dates, performance with respect to prior events at ISF or similar facilities by potential client, and value of the event to the community. Events cannot be denied solely based on race, religion or political affiliation.

ISF policy requires that all offers of space or dates or any deviations from standard policies are issued in writing. In no case will offers or deviations from standard practices be made verbally.

## HOLDS AND CONTRACTING

1. **Courtesy Hold:** A Courtesy Hold is a non-binding 7 day hold on dates/spaces only after an event inquiry has been completed for a new customer or a current client has made a booking request.
2. **Tentative Booking:** A Tentative Booking is a temporary reservation where a contract has been issued but not executed by ISF. This booking is subject to cancellation if the contract and required contract fee have not been submitted back to ISF within 30 days of issuing contract.
3. **Firm Booking:** A Tentative Booking becomes a Firm Booking when Lessee returns a fully-executed contract and contract fee back to the ISF. A Firm Booking is subject to cancellation if proper insurance or additional required info are not on file by the required due dates.

## BOOKING AND CONTRACT REQUIREMENTS

1. All new applicants must submit a complete event inquiry/booking request. All terms of the event operation must be fully described at this time.
2. ALL events must be secured with a signed contract and the required contract fee within 30 days of the date of contract offered (contract deadline). Events booked within 30 days of the event start will have 7 days to return the signed contract, contract fee and deposit.
3. Events not in good standing MUST
  - a. Execute and return the contract by the contract deadline.
  - b. Remit space rent (inclusive of move-in, event, and move-out days) by the contract deadline.
  - c. Submit the proper proof of liability insurance or secure insurance from ISF by the deadline.
  - d. Remit full payment for event expenses within 30 days of final bill being issued.
4. Failure to adhere to timelines will result in the cancellation of any contracts. Once a Lessee has successfully held an event at ISF and is in good standing, procedures for “Returning Events” may apply.

5. Good Standing: An Event is in good standing if all contracts, fees and deposits, invoices and other liabilities and proper proofs of insurance are submitted by the proper deadlines. Events not in good standing may be required to pay full rent and estimated expenses upon offer of a contract for any future bookings.

6. Returning Events, in good standing, MUST

e. Request a contract from the ISF

f. Execute and return the contract & contract fee by the required deadline.

g. Submit the proper proof of liability insurance, or request to purchase from ISF not less than 14 days prior to the event occupancy date.

### **CONTRACT FEE**

A contract fee for 50% of the rental cost of one event day for a given facility, unless otherwise specified, is required and shall be paid within 30 days of receipt of contract in order to hold the date you have requested. If the contract fee is not received within 30 days, this Agreement shall be null and void. The contract fee shall be applied to the invoice at the time of billing. In the event of cancellation, the contract fee is forfeited.

### **DEPOSIT**

The deposit is 50% of the rental cost of 1 event day, and must be paid 30 or more days prior to event occupancy date. This may be used by the ISF, in its sole and absolute discretion, to secure the payment of or the performance of any of the following agreements by the Lessee;

- a. The payment of the cost of repair of any damage caused by Lessee to the ISF or its equipment;
- b. To pay any unpaid rent;
- c. To pay any other costs or charges, which the Lessee has agreed to pay under the contract;
- d. To pay any other costs, which are reasonable or necessary, including but not limited to extensive cleaning, carpet tears or stains, removal/clean-up of banned materials, etc. upon the termination of this agreement;
- e. To return the ISF facility to the condition it was on the date of commencement of the contract (ordinary wear and tear not included).

If Lessee fails to pay or perform any of the Lessee's obligations under the contract, any part or the entire deposit may be used by the Iowa State Fair.

## **ACCESS BY LESSEE**

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Lessee shall not move personal equipment or materials into the facility prior to the beginning of the term of the Lease unless written approval for earlier use is granted by the ISF. Lessee shall have the right to ingress and egress through public corridors as authorized by the ISF. Lessee shall have no access rights in any other part of the facility unless previously designated in writing by lease agreement. Use of landscaped areas by Lessee requires written approval from the ISF. Upon arrival to fairgrounds, please call Public Safety at 515-262-3931 to gain access to leased space.

## ADMISSIONS

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Admission to events at the ISF may or may not require a ticket. For those events requiring a ticket for entry, the individual lessee shall determine price structure, if any, as it relates to various age groups. ISF admissions staff shall be utilized for all ticketed events when tickets are available upon entry to the events. Any exceptions to this shall be negotiated with ISF Management.

**Duplicate Tickets**—If a guest arrives at an event with the wrong tickets, they should be directed to the show office for further assistance. If the tickets have already been torn they shall bring their stubs to the show office so that duplicates may be issued.

**Scalping**—Reselling of any event admission tickets on the premises is strictly prohibited. If you witness the reselling of tickets on ISF premises, notify the nearest security staff.

## ADVERTISING AND PROMOTION

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A. Lessee shall not publicize, or cause to be publicized, in any manner, any performance or event prior to execution of a lease agreement with the Iowa State Fair.

B. Consult with ISF's official advertising guidelines before including any reference to any facility in print and/or broadcast materials associated with the Lessee's event.

C. No signs, banners, advertisements, show bills, lithographs, stickers, decals, posters, cards or other promotional material shall be placed in, on or about the grounds of ISF or a Facility without the expressed written consent of the ISF and only then for the event authorized by a current lease agreement. This includes signs on fences, gates, or excessive signs throughout the grounds or city. Specifically prohibited are any materials having a gummed or adhesive backing such as labels, badges, and car bumper or window stickers. Persons or lessees distributing such prohibited materials are responsible for any damage done to the ground's property as a result of such use.

D. ISF reserves the right to display or sell, and retain all income from the display or sale of advertising and promotions within the Facility without limitation.

E. Lessee shall not interfere with, block, shield, remove, tamper with, or otherwise disturb advertising or promotions within the facility without the expressed written consent of the ISF.

F. Signs containing third-party or sponsored advertising messages (other than signs within the booths or spaces of exhibitors which advertise exhibitor's business or products) must be approved in writing by the ISF prior to being displayed. ISF reserves the right to charge lessee a fee for the right to display such advertising.

G. Various advertising panels are installed throughout the grounds and within some facilities. The view of such advertising displays must not be obstructed.

H. No signage may obstruct the view of exit signs or fire alarms or interfere with the operation of fire suppression systems.

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## AEROSOL CANS

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Aerosol cans for display purposes must be empty. Spray painting is not allowed inside a facility or in the surrounding area unless given to the lessee by ISF maintenance staff. Non-spray painting of lessee materials is permitted only with ISF's permission and provided adequate protection is provided to ensure no facility damage occurs.

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## AISLES

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All aisle ways must remain clear and unobstructed for emergency access and adhere to Fire Code regulations.

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## AMERICANS WITH DISABILITY ACT

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The ISF is responsible for compliance with Title II of the Americans with Disabilities Act of 1990 or as amended and all regulations there under as they may relate to permanent facility access accommodations such as, but not limited to, wheelchair ramps, elevator standards, door width standards and rest room accessibility.

Lessee is responsible for compliance with all applicable laws and regulations relating to non-permanent accessibility requirements such as, but not limited to, seating accessibility, auxiliary aids for the visually impaired, hearing impaired and mobility impaired.

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## ANIMALS/PETS

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Permission for any domesticated animal (cats, dogs, etc.) to appear in a booth or an event must first be approved by the lessee and then by the ISF in writing.

The following criteria must be met before the animals are allowed into a facility:

1. The animal must have something to do with the booth or event (i.e., a dog used in commercials, demonstrating pet products, etc.).
2. Animals will not remain in the building overnight unless written permission has been given by the ISF.
3. A trainer/owner must accompany animals at all times.
4. Non-domesticated animals will be considered on an individual basis.
5. In accordance with the American Disabilities Act (ADA) Title II Regulations, the ISF permits the use of a service animal by an individual with a disability. Service animal means any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability.

If ISF authorizes the presence of animals, no person shall enter or remain on the premises or in a facility with an animal unless it is under proper leash, caged, or carried by the possessor.



## ANNOUNCEMENTS

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The ISF reserves the right to make such public announcements as deemed necessary at any time in the interest of public health and safety.

## ATM

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An ATM can be found in several areas of the Iowa State Fairgrounds. Lessee may request an ATM to be specifically located in their venue if one isn't already provided requesting it at least two weeks prior to their event. Permanent ATMs are located in the lobbies of the Varied Industries and Jacobson Buildings and also outside of the Horner Service Center.

## ATTACHING TO SURFACES

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No items shall be attached or affixed to a facility or ground's fixtures without prior approval of the Iowa State Fairgrounds. If approval is granted, attachments can only be made by facility management or approved contractors. Direct application of double faced tape to any surface of a facility is prohibited. Gaffers tape is the only tape that is allowed for use on concrete exhibit floors. Any use of prohibited products inside an individual booth or vendor space will be the responsibility of the Lessee to pay for clean-up/removal costs incurred therein.

## AUDIO-VISUAL SERVICES

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Some audio-visual services, in addition to the permanently installed house sound systems, are available from the facility. Audio service can be provided to most areas of the grounds. Please consult with the ISF Sound Department for specific rules and limitations and costs.

## BALLOONS & DRONES

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Lighter than air balloons (helium filled) and drones are not permitted to be used inside a facility. Balloons that are released into the ceiling will be removed at the Lessee's expense. Mylar (metallic) balloons are prohibited at all times inside a facility. Drones are prohibited from being used at the ISF unless permission is granted from the ISF.

## BANNERS OR SIGNAGE

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Lessee banners, signage or advertising of any type, including but not limited to pictures, directional signage or notices, may not be attached to perimeter fencing of the grounds. Permission to place such signage on the grounds must be approved in advance by the ISF. For policies inside of a facility, see page 14.

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## CAMPING

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No person shall camp outside in a tent or similar temporary shelter unless within a designated camping area and upon payment of the designated fee to the ISF.

Trailers, mobile homes or any other vehicle used for sleeping shall not park in any area on the Premises other than a designated trailer parking zone and shall pay an overnight parking fee at the ISF's prevailing rates. Please contact the Iowa State Fair Campgrounds for overnight parking at 515-262-3111 EXT 284.

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## CAPACITIES

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In no event shall attendance be permitted in excess of the established capacities of the facility being rented. Lessee shall not admit a larger number of persons than can safely and freely move about in the facility; the decision of the ISF and/or the Des Moines Fire Department in this respect shall be final.

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## CATERING

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Caterers are available on-site for event food and beverage needs. Specific buildings at ISF are assigned exclusive caterers contracted by ISF to ensure availability for the lessee's needs. These buildings include the following caterers:

Elwell Family Food Center, 4-H Exhibits Building, Pioneer Pavilion and Cattle Barn Café—Campbell's Concessions & Catering –515-262-3111 EXT 4501 [campbellsconrdogs@msn.com](mailto:campbellsconrdogs@msn.com)

Varied Industries Building—Barksdale Concessions & Catering – 515-360-8418

Jacobson Exhibition Center & Food Stand at Outdoor Covered Arena—Turkey Time Concessions & Catering – 515-745-6601 [mrustad@turkeytimecons.com](mailto:mrustad@turkeytimecons.com)

There shall be an outside catering fee of 19.5% paid back to ISF for events held that allow open catering. This includes any building not listed above.

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## CLEANING AND MAINTENANCE

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In order to maintain a safe and clean environment, at lessee's expense, the ISF will schedule staff necessary to clean-up water and debris brought into the Facility by Lessee or Lessee's contractors, exhibitors, guests or invitees.

Lessee must keep leased space, plus the immediate area around this space, in a clean and sanitary condition at all times. Lessee and Lessee's contractors, exhibitors, guests or invitees must not throw any refuse, or empty any contaminated water or other fluids on the ground, in the streets or storm drains or restroom facilities. All hazardous materials whether liquids or solids, must be disposed of properly according to State and Federal regulations.

## CONCESSIONS

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The ISF has contracted with licensed food service companies to handle all food and beverage concessions at the Fairgrounds. No lessee, exhibitor or event attendee is permitted to bring outside food or beverage into the buildings at the Fairgrounds for public or personal consumption unless specifically permitted in writing.

## CONCRETE/ASPHALT ANCHORING & GROUNDS STAKING

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Drilling and anchoring in concrete or asphalt is prohibited within a Facility. Staking for tents, signage, fencing, etc. is only allowed in certain areas on the fairgrounds and only if proper locates have taken place. A locates form must be filled out and returned 2 weeks prior to show opening date. Failure to properly request locates prior to staking will result in a \$100 charge per offense and the show will be responsible for any damage done to utilities or other infrastructure caused by the show staff, vendors or exhibitors.

## CONDUCT/ EJECTIONS/ CRIMINAL TRESPASS

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Lessee shall be completely responsible for security within exhibit areas, meeting rooms, assigned common areas and other areas of the premises. Lessee agrees to maintain at all times, at its own expense, sufficient security forces of ISF Public Safety personnel to maintain order and to protect persons and property.

Lessee's possession or sale of any intoxicating liquors, illegally possessed controlled substances, possession or sale of obscene materials, engaging in lewd or obscene conduct, possession of gambling materials and equipment or engaging in gambling or any other unlawful activity within the Premises may automatically terminate the lease agreement. Any Lessee distributing or causing to distribute, either personally or by agent, advertising matter which may be considered objectionable, shall, after Lessee has been notified by the Iowa State Fairgrounds to discontinue such practice, forfeit his space and all privileges of the Lessee if he/she does not comply.

No person shall picket or participate in a demonstration of protest gathering or march on the premises without prior notification to the ISF. The ISF shall inform the person(s) seeking to engage in such activities of the authorized areas of the premises where such activity is permitted.

The ISF reserves the right to eject or cause to be ejected from the Premises any person or persons creating a discernible risk to the public health or safety for a period of time to be determined by the ISF. The ISF shall not be liable to Lessee for any damages or costs that may be incurred by Lessee through the exercise by the ISF of such right. ISF shall attempt to advise Lessee of such ejections, except in those cases where an immediate risk to public safety exists. In the event the ISF ejects or causes to have ejected any person(s) at Lessee's request, Lessee shall indemnify, defend (at ISF's option) and hold harmless the Iowa State Fair from any and all actions, liability, damages or claims resulting from such ejection. No person shall loiter or prowl on the premises. Violation of this rule is defined as: the

presence in a place, at a time, or in a manner not usual for law-abiding individuals under circumstances that warrant alarm for the safety of persons or property in the vicinity.

No person shall throw, deposit, or dispose of any type of debris or waste material on the premises except in receptacles provided for that purpose, or in accordance with other provisions of these rules.

No person shall commit a lewd or indecent act. Such acts include, but are not limited to, sexual activity or exposure of human genitals in any public place, the display of obscene or pornographic material, or the solicitation for purposes of prostitution.

## CONTROL OF PREMISES

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The Facility and the keys shall, at all times, be under the charge and control of the ISF and building management. Lessee shall not permit the leased areas to be used for any other purpose other than that purpose set forth in the lease agreement. The ISF reserves the right to require Lessee to stop any improper use of the designated areas.

The lessee shall not assign the lease agreement to any part of the leased areas without prior written consent of the ISF. Leased premises are clearly defined in the lease agreement and do not give lessee the right to space outside of the leased space.

Lessee has control over what vendors and services may be present at their event. No third party vendors are allowed on grounds unless approved by the lessee and the ISF, regardless if an exhibitor has invited them or not. The lessee & ISF have sole discretion on what vendors may be present during their event, including but not limited to farriers, veterinarians, etc.

## COPYRIGHTS

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Lessee agrees that nothing contained in their event infringes upon any copyright, trademark, patent, right of privacy or other statutory or common law right of any other person, firm or corporation. Further, lessee is responsible for any license or authorization required by law to include copyrighted work in their event.

## CURFEW

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All events held at the ISF shall conclude by midnight. The Lessee will be responsible for concluding event in a timely manner to vacate facility by midnight. Fines may be applied if not strictly followed in accordance with curfew time.

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## DELIVERIES

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ISF does not accept advance freight shipments for exhibitors or Lessees. Freight shall be consigned to the official show service contractor or exhibitor service contractor, or delivered direct to service contractors or show promoters during the agreement period. If shipping to the Iowa State Fairgrounds please use the following shipping label:

Lessee/Exhibitor Name  
Name of Event  
Building Name  
3000 E. Grand  
Des Moines, IA 50317

If shipping items after the show, please clearly indicate their pickup location, ex. Cattle Barn Office.

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## DENIAL OR REVOCATION

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ISF shall deny or revoke a lease agreement if the applicant makes a false statement of fact, or fails to comply or is in any violation of any provision of the ISF Lease Agreement.

The Lease Agreement shall also be denied or revoked if the officers of the ISF Public Safety Department, Interim Events Director, Chief of Police Department or the Chief of the Fire Department determines the event poses a serious threat to public health, safety or welfare.

If an event is denied or revoked, the ISF Interim Events Department shall notify the lessee.

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## DOORS OPEN

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The ISF Interim Events Department will work with lessee to ensure the buildings and grounds are ready for the public. Lessees and ISF will work together to call for open doors and will do so only when the building is ready.

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## EJECTIONS

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Disruptive guests and/or guest-related problems should be reported to the ISF Interim Events Department and ISF Public Safety Department immediately. Any guest who fails to adhere to ISF policies or local, state, and federal laws is subject to be ejected from the facility. A ticket to an event is a revocable license. The ticket bearer must abide by building policy and governing regulations. A guest who is creating a nuisance for other guests shall be warned to correct his/her behavior. Recurring disorderly conduct shall be cause for ejected or being trespassed from the facility.

ISF Public Safety will be responsible for ejecting any guest and completing all necessary incident related paperwork. An ejected guest is no longer welcome at the Fairgrounds for that event. They may not re-enter the Buildings/Grounds, even with a valid admission ticket. Subsequent entry shall subject the guest to possible arrest for trespass after warning. All ejected Guests must vacate the Fairgrounds.

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## EMERGENCY MANAGEMENT

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All buildings are equipped with emergency prepared response guides. These guides are located at key locations in all buildings for quick and easy resource to assist in an emergency situation.

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## EMERGENCY PHONE NUMBER

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Any and all emergencies during events shall be reported to **ISF Public Safety at 515-262-3931**. Our trained staff will either dispatch on site EMT service or call 911. Since the Fairgrounds are so large, it's important for our Public Safety staff to speak with 911 so they can help them navigate the grounds to be directed to the correct building.

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## EVACUATION OF FACILITIES

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If it becomes appropriate in the judgment of the ISF to evacuate the premises for reasons of public safety, then, after such evacuation, the Lessee may continue to use the Facility for sufficient time to complete presentation of the Event without additional fees providing such time does not interfere with another Lessee. If it is not possible to complete presentation of the Event, fees shall be prorated or adjusted at the discretion of the ISF and the Lessee hereby waives any claim for damages or compensation from ISF.

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## EVENT CARPETING

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When installing carpeting in ANY of the facilities, the lessee's decorator or vendors must first lay down painter's tape. Carpet tape can then be used if placed on top of the painter's tape. Certain carpet tape can damage facility surfaces when removed and clean-up costs will be the Lessee's responsibility.

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## EVENT COORDINATOR

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An Event Coordinator will be assigned as primary liaison between lessee and the ISF. The ISF's event coordinator will be the primary contact for all phases of the event. In the absence of the coordinator, another management representative will be available to assist lessee.

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## EVENT SCHEDULE INFORMATION

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If requested on a form supplied by Iowa State Fairgrounds, lessee shall provide ISF with an overall schedule of operating hours, estimated daily attendance and other pertinent Event information. This information is required thirty (30) days prior to the first move-in day of the Event.

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## EVENT SIGNAGE AND MARKING

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Repainting walls and facility surfaces is costly, and the ISF will only allow tape that has been purchased from the ISF or has prior ISF approval and is known to not cause damage.

The use of double-sided tape on any floor, wall, door, column, ceiling, table, chair, riser or any other facilities' furniture, fixture or equipment is strictly prohibited. Lessee is responsible for ensuring all tape is removed at the conclusion of the event. Lessee is responsible for the labor and materials required for cleanup and repair resulting from violations of this policy. Contact your Event Coordinator for more information.

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## EXCLUSIVE SERVICES

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Depending upon the contracted space of Lessee the following are examples of exclusive services provided by the Iowa State Fairgrounds:

1. Box Office services in the William C. Knapp Varied Industries Building and Richard O. Jacobson Exhibition Center
2. Event Staffing, Security and maintenance.
3. Food & Beverage catering and concessions.
4. Utility Services including electrical, mechanical and information technology.

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## FIRE/FIRE EXTINGUISHERS

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Fire Extinguishers mounted in the Facility must remain clear and unobstructed at all times. If building evacuation is necessary, please follow the fire plan with instruction from ISF staff and evacuate the building. All buildings are equipped with fire extinguishers. These extinguishers are checked and serviced regularly.

The ISF prohibits gas cans, portable LP, bottled gas or compressed air tanks in all buildings. All drapes, hangings, curtains, drops and other decorative material including hay and straw must be treated with a flame- retardant solution as stated by the State of Iowa Fire Marshall Code. At no time, can any decoration or sign obscure any fire alarm pull stations, strobes, exit signage or means of egress.

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## FIRST AID COVERAGE

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In the interest of public safety, the ISF may require First Aid staffing provided at Lessee's expense.

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## FLOOR PLANS

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It is the responsibility of the lessee to insure that floor plans, drawn to scale, are submitted to and approved by the ISF. All exhibit space is subject to final approval and/or on-site inspection. Floor plans are to be submitted for approval no later than fourteen (14) days prior to the first day of occupancy. Plans submitted later than fourteen (14) days will be subject to a late fee. Said plans shall note the location of, but not limited to, the following:

- Exhibits
- Registration Area
- Exhibitor/Show Service Areas
- Vehicles
- Exhibits containing canopies or structures
- Cooking Demonstrations
- Stage and/or Seating Areas (set-up must conform with current Safety Codes)
- Hanging structures
- Electrical drops

Access to exits, stairwells, doorways, concession stands and electrical panels shall be shown as clear. Floor plans must be drawn to scale and include all structure, obstruction and booths. All plans are approved subject to a field inspection.

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## FLOOR SPACE

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All fire hose cabinets, fire extinguisher cabinets, pull stations, electrical cabinets, AED's and emergency exits (including those inside an exhibit space) must be visible and accessible at all times. All main and cross aisles, corridors, stairways and other exits must be maintained at their required width during show hours. Chairs, tables and other display equipment may not protrude into the aisles.

Materials used in the construction of displays must be fire retardant or resistant. Exhibitors are responsible for the safe construction and maintenance of their displays. All empty crates and boxes must be stored in areas approved and assigned by the ISF.

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## FOOD/BEVERAGE/NOVELTIES

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Food and beverages are not allowed to be brought into or sold on the premises. Arrangements for food/beverage/novelties may be made with ISF's exclusive concessionaires.

Lessee agrees that no alcoholic beverages shall be brought onto the premises or sold by the lessee at the Iowa State Fairgrounds. Absent authorization, all alcoholic beverages sold, served or otherwise used must be handled through the Iowa State Fair's approved vendors or caterers. Approved vendors or caterers must carry Worker's Compensation Insurance and public liability insurance with blanket coverage of one-million (1,000,000) dollars for any one (1) accident-bodily injury and any one (1) accident-property damage. If the vendor/caterer is authorized to offer, sell or furnish alcoholic



beverages, the vendor/caterer shall ensure its general liability policy specifically state whether or not the general liability coverage extends to the sale and/or distribution of alcoholic products. If not, the vendor/caterer shall obtain at its expense a separate one-million (1,000,000) dollar alcohol liability insurance policy. A certificate evidencing such insurance shall be provided to the Iowa State Fairgrounds at least thirty (30) days prior to the event. Such certificate of insurance shall designate the Iowa State Fair, the State of Iowa, and their agents and employees as additional insured's.

The ISF, at its sole discretion, may allow lessee and/or lessee's exhibitors to distribute sample sized food products and sample sized non-alcoholic beverages manufactured or distributed by lessee and/or their exhibitors. Upon approval sample sizes will be no greater than one (3) ounce for beverage and two (2) ounces for food product and will be limited to distribution of one (1) each of food and beverage for each ten by ten (10 x 10) space.

If authorized by the ISF, all persons who prepare food for the public must comply with applicable health codes.

Concessionaires in the venue and lessee shall mutually agree upon placement of temporary concession stands and/or seating areas within the exhibit space prior to the floor plan being published for sale of space to Exhibitors.

ISF Concessionaires reserve the right to operate or contract for operation and receive all income from food, beverage and catering in a facility. If lessee desires to utilize an outside caterer for a banquet style event, lessee must notify the Iowa State Fair in writing and such outside caterer may be allowed to provide services within a facility upon written approval by the ISF following the signing of a contract, between the ISF and the caterer, with terms acceptable to the ISF and payment of applicable fees, by the caterer to the ISF.

Events that arrange food and/or beverage donations to charity groups are responsible for removing all such items from the premises upon expiration of the Lease.

## **FRAUD OR MISREPRESENTATION**

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Lessee is expected to deal honestly and fairly with the public and any attempted fraud or misrepresentation will be considered sufficient cause for immediate revocation of the lease.

## **GOLF CARTS**

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Golf Carts are permitted for use at the Iowa State Fairgrounds, but only when permission is granted in writing and registration is complete. All drivers shall have a valid Operator's Driver License and pay the \$50 fee to ISF Public Safety staff. Gas powered golf carts are not allowed in buildings during show/event hours. Only electric carts are allowed in buildings during show/event times.

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## GRATUITIES

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ISF employees and contractors are prohibited from accepting gratuities or gifts offered by lessees unless given nonmonetary items with a value of three dollars or less. This is in accordance with the State of Iowa Code of Ethics.

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## HOUSEKEEPING

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All events are required to use our exclusive housekeeping staff for any housekeeping needs, this includes maintaining restrooms, emptying trash, sweeping/mopping floors, cleaning windows and keeping all building entrances clean. In addition, they will clean up/restock restrooms after each event, as well as pull trash.

ISF Staff will work with each lessee prior to their event to schedule workers and ensure all needs and requirements are met while being conscientious of the lessee's budget.

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## IDENTIFICATION

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All ISF staff, including Event Staff, is required to wear an employee identification badge at all times while working. Lessees are responsible for determining what, if any, identification is required to enter premises during the agreement period.

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## INCIDENT REPORTS

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ISF Public Safety must document any incident that involves an ISF Staff, ISF Guest, or event staff on the appropriate incident-report form. This form is self-explanatory (who, what, where, when, etc.) and accurate completion of this report is imperative. It is mandatory to notify ISF Public Safety staff of any incident. Copies of reports may be made to the ISF Interim Events Department.

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## INDOOR LANDSCAPE MATERIAL HANDLING

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The use of motorized equipment such as fork lifts, skid steer loaders and other similar equipment to move landscape materials inside facilities is restricted to show management and employees of official contractors, the ISF and Lessee's sub-contractors. Individual exhibitors are prohibited from such use unless specifically authorized in writing by both Lessee and the ISF. At which time, individual exhibitors may move only those materials within their possession.

In addition, individual exhibitors with permission may only do so during time periods solely designated for such activity and may not coincide with general move-in activity. Any damage incurred during movement, install or clean-up of such materials will be the responsibility of the Lessee. It is required that the placement of plastic or carpet as a protective surface be put down before placement of brick, stone, or concrete on exhibit floor.

Lessee is solely responsible for disposal of any leftover landscape materials from the event. If lessee fails to properly dispose of said landscape materials the ISF will dispose of materials and charge lessee reasonable disposal fees for this service.

## LOTTERIES/RAFFLES

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No roving concessions or exhibits, gambling, games of chance, raffles, selling tickets or taking donations are permitted without express written permission of the ISF and, if authorized, must comply with all applicable State and Federal laws.

## MOVE-IN/MOVE-OUT POLICIES

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Certain areas near buildings are designated as loading and unloading. Vehicles will be allowed to load/unload in these areas during designated move-in/move-out hours. Exit doors in these locations must remain clear and unobstructed at all times. Please contact your Event Coordinator for specific instructions and detailed information regarding these areas and staffing requirements.

For the purpose of move-in and move-out activity, vehicles may drive inside a Facility only with ISF approval. Upon approval lessee may be required to use ISF personnel to control such vehicle activity.

## MUSIC, AMPLIFIERS AND BROADCASTING REGULATED

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Permission is required for use of any loudspeaker, amplifier, electrical setup, radio or other broadcasting device in a facility.

## NON-COMPETE CLAUSE

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The ISF attempts not to book competing events within 30 days, before and after, of each other. This clause shall be effective for all events with an executed agreement and/or annual returning events. Exceptions to this rule are subject to the ISF management for review.

## OCCUPANCY

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The lessee shall assume responsibility for compliance with the occupancy rate for the premises as established by the State Fire Marshall's office and as posted on the premises. Occupancy is subject to change based on venue set-up.

## OUTDOOR EXHIBITS

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Use of exterior space for outdoor exhibits must be approved in writing by the ISF prior to any space being sold or advertised. A scale floor plan showing the location of exhibits to be placed outdoors must

be submitted prior to approval being granted. Lessee may be charged a fee for outdoor exhibit space. Please consult with your Event Manager for details.

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## PACKAGE/BAG INSPECTION

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For each event at the Iowa State Fairgrounds, the inspection procedures are typically coordinated at the discretion of the lessee. The ISF management may specify searches at the door.

ISF Public Safety may search suspicious packages. The inspection should consist of the guest opening the package enough for the staff to make a complete visual check of the package's contents. If staff is unable to identify all the contents guests should be asked to move items to allow for complete inspection. Guests not allowing inspections of their packages may be refused entrance into the facility.

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## PARKING FEES, PASSES AND REGULATIONS

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The ISF retains exclusive rights and privileges in all parking areas on the premises.

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## PLUMBING

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Where available, all plumbing - including water and drain - are provided by the ISF. Only the ISF or its authorized agents are allowed to make connections to Facility water or drain lines.

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## PRE-EVENT CONFERENCE

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When appropriate, the ISF staff will schedule pre-event meetings with the lessee and all parties involved. Topics covered will include overview of the event arrangements, review of event documents, and any last minute changes in final preparation for the event.

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## PRICES

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The price charged for articles sold or rented under contract with the ISF must be predominantly displayed to the public. All prices are subject to change without notice. We cannot control price increases by our suppliers. We also reserve the right to correct misprints. We will notify you as soon as we are informed of price changes.

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## PROTESTING

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Protesting shall be staged in a designated area on the fairgrounds chosen by the ISF staff and shall not be allowed to be moved by the lessee or the protestors. If any protesters decide to leave the designated area, they will be asked to leave the fairgrounds. Closed events including the Iowa State Fair shall not allow protesting inside the fairgrounds.

## RECEIPT OF PROPERTY

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The ISF will not receive any property on behalf of lessee, Exhibitors or other parties and the lessee shall so advise all Exhibitors and other parties. Shipments should only be made during the period that the Lessee has licensed use of the Facility. All shipments arriving during occupancy will be directed to the Lessee or the Lessee's official contractor.

Lessee agrees that if the ISF should receive, handle or have in its care or custody property of any kind shipped or otherwise delivered to the Facility for the Lessee, the ISF acts solely for the accommodation of the Lessee. The ISF shall not be liable for any loss of or damage to such property. Lessee is responsible for removing all materials brought into the Facility for that Event by the conclusion of the dates as set forth in the License.

## RE-ENTRY/PASSOUTS

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Re-entry into individually ticketed events shall be determined by the lessee for that event.

## REMOVAL OF MATERIALS/PRODUCTS

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The lessee shall remove all property, goods, installations and effects belonging to the lessee or caused by the lessee to be brought upon the Premises. If such property is not removed prior to the end of occupancy as specified in the License, ISF may remove and store it or cause it to be stored and the lessee shall reimburse the ISF for all expenses incurred. In the event said property is not claimed and/or storage fees not paid, ISF shall then have the right to sell the property, goods, or effects in such manner as it may deem advisable and to apply any net proceeds of such sale toward any monies owed by the lessee.

## RIGGING

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All attachments to any portion of the permanent structure of any Facility must meet accepted engineering and safety standards. All attachments must have sufficient strength to support weights placed on them and be secured in such a way to prevent items from falling or causing damage. Only those organizations or individuals, who are qualified and approved by the ISF, may make such attachments. At no time should the structural limits established by the Facility Architects/Engineers be exceeded on any portion of the Facility structure. Please consult your Event Coordinator for established load restrictions.

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## RIGHT OF REFUSAL

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If a date that a prospective lessee is seeking is already on hold, management will notify the first lessee of such challenge when sending their contract. During this process the prospective lessee will be considered a second hold. The first hold lessee will be given the opportunity to secure the date by contracting within 30 days of notification unless otherwise approved. If the first hold lessee does not choose to enter into a contract, the first hold will be cancelled.

## SAFETY

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Lessee shall carry out its obligations under the user agreement related to safety procedures, guidelines and legal code. The ISF has final and complete authority on any issues relating to safety, including but not limited to whether to cancel, delay, postpone or modify for reasons of safety. Any cancellation, delay, modification or postponement of the event by the ISF for reasons of safety shall not be a breach of the agreement by the ISF. The lessee represents and warrants that it (and its employees, agents, subcontractors, officers and directors) shall promptly and completely comply with all safety decisions made by the ISF while on the fairgrounds relating to the event.

Lessee agrees not to bring onto the premises any material, substance, equipment, or object which is likely to endanger the life of, or to cause bodily injury to, any person on the Premises or which is likely to constitute a hazard to property thereon without the prior approval of the ISF. The ISF shall have the right to refuse to allow any such material, substance, equipment or object to be brought onto the premises and the further right to require its immediate removal if found thereon.

## SECURITY

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The ISF maintains 24-hour security on the premises. The Public Safety Office may be reached 24 hours a day at 515-262-3931. Any and all emergencies and/or safety and security issues shall be reported to Public Safety immediately and ISF staff shall call 911. This allows ISF staff to better coordinate efforts with emergency responders coming onto the property. The Iowa State Patrol has jurisdiction on the Fairgrounds and Des Moines Police has jurisdiction outside the perimeter and off property.

Individual events may determine their security needs, but the ISF reserves the right to require security minimums based on the nature of the event. The ISF has contacts with other security providers and may assist with scheduling based on event needs. Cost for security shall be included in the lessee's invoice. If a show promoter has its own security company, it must be approved by ISF Management and be subject to the rules of the Director of Public Safety. No armed security is allowed on Iowa State Fairgrounds.

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## SETTLEMENT

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At the conclusion of the event, an invoice will be prepared and mailed to the lessee within 30 days of event conclusion. All expenses from the event are required to be settled within 30 days of invoice being sent. Any questions regarding an event invoice shall be directed to an ISF Event Coordinator. All bills shall be paid within 30 days of receipt or a 1.5% per month penalty charge on unpaid bills will commence 30 days after original billing.

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## SEVERE WEATHER

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The ISF monitors severe weather. If severe weather is threatening the Iowa State Fairgrounds, event participant, participants, campers and all staff are alerted of pending weather and will be asked to take any precautionary action.

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## SKATEBOARDS, IN-LINE SKATES, ROLLERSKATES, SCOOTERS, HOVER BOARDS

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The use of skateboards, in-line skates, roller skates, scooters (either motorized or foot-powered) & hover boards are not permitted in facilities unless approved by the ISF.

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## SMOKING/VAPING

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Smoking and vaping are not permitted inside any building on the grounds.

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## SOLICITATIONS

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All solicitations for either contributions or sale must be made from within the confines of a booth or display. No collections or donations, whether for charity or otherwise, shall be made, attempted or announced in a Facility or on the Premises without prior written approval of the ISF.

Until a contract is signed by both parties, NO promotions of the scheduled event or soliciting of exhibitors is permitted by the prospective lessee. Violation of this rule may jeopardize the issuing of a contract and/or the hold will be released. Any expenditure or other arrangements made prior to signing a contract with the ISF is the risk of the party making such expenditures.

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## SPECIAL ORDERS

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Whenever an authorized inspector or qualified employee of the ISF finds a dangerous or hazardous condition, the inspector/ employee is permitted to order the removal of the dangerous or hazardous condition or advise the Lessee to do so. Lessee shall indemnify, defend (at Iowa State Fairground's option) and hold the ISF harmless from all damages, costs, and expenses in law or equity for or on account of this action to remove any dangerous or hazardous condition.

## STAFFING

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The lessee's ISF event coordinator can assist with their staffing needs and rates that apply.

## TELEPHONE/TELECOMMUNICATIONS

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Where available, the ISF offers a variety of Wi-Fi and phone options for lessee use at prevailing rates. The ISF maintains the exclusive right for telephone service in all facilities. Please consult your Communications order form for more information and current rates on telephone and internet service.

## TOWING

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Any vehicle that is improperly parked on the property is subject to being towed at owner's expense. This includes, but is not limited to, vehicles parked in no parking zones, loading zones, marked ADA accessible spaces without the proper permits, on grass, along curbs or in roadways. The ISF Security staff will make every effort to notify the owner of the vehicle before it is towed. If the vehicle is not moved in a timely manner, it will be towed to a secure location on the property. To recover the vehicle, the owner must report to the Public Safety Office and pay a minimum \$35 impound fee. The impound fee for large trucks may be higher.

## TRASH REMOVAL

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Removal of the event trash and corresponding hauling fees shall be charged to lessee at prevailing rates.

## TRUCKS & TRAILERS

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Enclosed box trucks and trailers of any kind are not permitted to be parked or dropped in parking lots adjacent to buildings on the property. Vehicles of this type will be permitted near buildings during load-in and load-out periods only. At all other times these vehicles must be parked in designated parking areas. Availability of lots will be determined by the ISF. Vehicles parked outside these designated areas are subject to being towed at the owner's expense.

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## UTILITIES

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The ISF reserves the exclusive right to provide utility service and hook-ups within all leased areas. These include, but are not limited to electrical, Internet, cable, water, drain, gas, and compressed air. Electrical appliances and cords must be U.L. approved. Gas appliances must be A.G.A. approved. Please consult your utility services order form for more information and prevailing rates.

All utility services, including gas and electric, are metered for each event. Lessee shall be responsible for paying the fee for the usage during contracted agreement dates and times.

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## VEHICLES/ RV/ BOATS

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All display vehicles are required to comply with federal, national, state and local laws to have battery cables disconnected, gas caps locked or taped and cannot move during public events. Following event, vehicles will not be permitted to enter or exit building until public has exited.

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## VISITOR SAFETY –FIRE/EMERGENCY/CROWD MANAGEMENT

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When necessary, lessee shall submit a FIRE/SITE plan to the ISF Interim Events Department which is subject to approval of the Des Moines Fire Department and Des Moines Police Department. Lessee shall submit a fencing plan (if used) to the ISF Interim Events Department for approval. Lessee shall pay for all fencing costs.

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## WEAPONS

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Weapons or firearms of any kind are not permitted on the Iowa State Fairgrounds. Even if promoter has a permit to carry, they are prohibited from the grounds unless agreed upon for specific events. Failure to comply with this regulation shall be cause for immediate termination of the Lease.