

# General Fair Rules and Regulations

1. Every Exhibitor, Vendor, Performer, Employee, or Other Person having business on the Tazewell County Fairgrounds, hereinafter the "Fairgrounds", or attending any event in relation to the 2019 Tazewell County Fair or any Fair-Sponsored Event, hereinafter the "Fair", at any venue, is required to abide by these Rules and Regulations or any other Rules and Regulations that may be established by the Fair Management. The Fair Management reserves the sole and absolute right to construe its Rules and Regulations and to determine and settle all matters and differences in regard thereto. The "Fair Management" consists of the Board of Directors of the Tazewell County Fair Association, Inc. and its Officers including the Fair Coordinator and Fair Superintendent.

2. The Fair Management reserves the right to extend an invitation to exhibit or participate and the right to refuse any Exhibitor, Vendor, Performer, or Other Person without explanation to any affected parties and in the sole discretion of the Fair Management.

3. All protests of any decision of the Fair Management must be in writing, must plainly state the basis of the complaint, and be accompanied by a Protest Fee of \$100.00, which funds shall be forfeited to the Fair in the event the protest is not sustained. All protests must be delivered to the Fair Office or the Fair's Attorney within Twenty-Four (24) Hours after the cause of the protest arises.

4. (a) Every Exhibitor, Vendor, Performer, or Other Person assumes all risks of damage or loss, either to person or property, for any and every cause whatsoever, including fire, the elements (i.e. weather), violations of law, negligence (either on the part of the Tazewell County Fair Association, Inc., its Board Members, Officers, employees, agents, servants, volunteers, or other person or persons), and it is expressly understood and agreed between the Exhibitors, Vendors, Performers, or Other Persons and Fair Management that the Fair incurs no liability or obligation to the Exhibitors, Vendors, Performers, or Other Persons other than to permit the Exhibitors, Vendors, Performers, or Other Persons to utilize the Tazewell County Fairgrounds during the Tazewell County Fair.

(b) Each Exhibitor, Vendor, Performer, or Other Person agrees to hold harmless and indemnify the Fair from any and all liability arising as a result of the Exhibitor's, Vendor's, Performer's, or Other Person's presence and/or activity or performance on the Fairgrounds.

5. Competition generally is open to the world unless stated otherwise in Individual Department Rules. Certain Departments are limited and this also will be stated in Individual Department Rules.

6. (a) Exhibitors, Vendors, Performers, or Other Persons who participate in the Fair must have a signed contract on file with the Fair Management in the Fair Office.

(b) If the Participant exhibits crafts, farm products, machinery, or livestock, these items must be entered according to the Rules and Regulations for the Department in which the party is participating.

7. Exhibits must be delivered to the Chairman in charge of each Department and all Exhibits must remain on display and not be removed until on or after the stated time unless the Fair Management shall approve earlier removal in advance. Failure to comply with this requirement on the part of an Exhibitor shall result in the forfeiture of any prizes or premiums.

8. The Fair Management will select Judges for all Departments and it reserves the right to substitute judges if necessary.

9. Judges are not to award a premium unless the animal or article is deemed worthy of an award.

10. All decisions by Judges are final.

11. (a) Any Exhibitor, Vendor, Performer, or Other Person who interferes with the judging will be excluded promptly from the Fairgrounds, disqualified from competition in the Fair, and any prizes or premiums to which such individual may be entitled shall be forfeited.

(b) In the discretion of the Fair Management and/or Department Chairman, no Exhibitors or any Other Persons will be allowed in certain Departments during the judging. This determination is not subject to protest or appeal.

12. The Fair Management reserves the right to reject any exhibit or item which does not reflect merit and which would not be a credit both to the Exhibitor or Vendor and the Fair. The Fair Management further reserves the right to reject any exhibit or item which is deemed objectionable or unsuited for public exhibit or sale and all Exhibitors, Vendors, Performers, and Other Persons are accepted pending inspection of the animals, articles, or items to be exhibited or sold. Any animal or article which proves to be misrepresented or falsely classified will be rejected and the right of the Exhibitor, Vendor, Performer, or Other Person to participate further in the Fair will be forfeited. In such cases there shall be no refund or return of entry fee or rental amount.

13. In all competitions prizes will be awarded according to the quality of the competition and prize money will be paid accordingly. The Fair Management specifically reserves the right to restrict the number and amount of prizes awarded and/or paid in any competition based upon its evaluation of the competition and in consideration of such factors as number of entrants, quality of entrants, and the like. Such decisions are and shall be final.

14. All Livestock, Horses, Animals, and crops or growing things must meet State Health Regulations.

15. All Horses entering the grounds must be accompanied by an Official Negative Coggins Test taken within the Twelve (12) Months prior to the event entered.

16. No more than Two (2) Premiums will be paid to an Exhibitor in any One (1) Class where more than One (1) Entry is permitted.

17. Stalls and pens will be provided by the Fair

Management so far as is possible and in the discretion of the Fair Management.

18. The awarding of Premiums will be confined to the classifications in the Premium List; provided, however, the Fair Management reserves the right to establish new or additional classes of competition or to consolidate or eliminate existing classes which it deems to be in the best interest of the Fair.

19. Premiums will be paid during or after the Fair as determined by the Fair Management.

20. In paying Premiums, no evidence of awards shall be recognized except the Entry Book properly signed by the Department Chair and Judge and not from the Ribbon attached to the exhibit.

21. It is understood that if Weather Conditions or other limitations of the Fair, including financial, are such that the Fair Management finds that the Premiums cannot be paid in full, the Exhibitors agree to accept such a proportion of the Premiums as the Fair Management finds it is able to pay and such payment shall be considered in full settlement of whatever Premiums may be due.

22. Exhibitors, Vendors, Performers, and Other Persons are encouraged to read not only these General Rules and Regulations but also the Individual Department Rules and Regulations. Each shall be deemed to have done so and this is and shall be a conclusive presumption not subject to rebuttal.

23. The Fair Management will employ Police, Security Guards, and/or Traffic Coordinators and will take reasonable precautions for the safety of the Visitors, Exhibitors, Vendors, Performers, and Other Persons at the Fair but assumes no liability for personal injury or loss or damage to the person or any property of the Visitors, Exhibitors, Vendors, Performers, or Other Persons due to fire, theft, tornado, weather conditions, or other causes whatsoever.

24. The Fair Management will not issue Pass-Out Checks, Rain Checks, or Refunds or Ticket Exchanges on Tickets.

25. (a) No person will be permitted to distribute advertising matter upon the grounds except from their business or exhibit.

(b) The tacking or posting of advertisements, bills, cards, and the like other than within the space occupied by any person is strictly prohibited.

(c) Any Person or Organization violating this rule will be subject to fines and/or expulsion from the grounds.

26. (a) Distribution of hand bills, fliers, heralds, and the like will not be permitted under any circumstances. Any Person or Organization violating this rule will be subject to fines and/or expulsion from the grounds.

27. No animals may be sold on the Fairgrounds unless sold at an approved Fair auction or sale.

28. The Fair Management reserves the right to deny admission to the Fairgrounds to any party or person for any reason deemed sufficient by the Fair Management, to include any and all Exhibitors, Vendors, Performers, or any Other Person.

29. (a) As to all Parties wishing to obtain Booth Space, Field Space, Food Vendor Space, or Other Space on the Fairgrounds, no requests shall be considered until after the Application Deadline of March 15, 2019. Applicants

who have signed and dated their Applications along with the Rules and Regulations Acceptance Sheets and made payment of all required fees, all of which are acknowledged and recognized by the Fair Management to be in proper order, will be entitled to have their requests considered in the order in which received and acknowledged with priority given to those Applicants whose applications are received and acknowledged as being complete first in time; provided, however, that no Applicant request shall be granted until after the Application Deadline has passed. It is anticipated that notification will be made on or about April 1, 2019.

(b) Food Vendors also should make reference to Rules 35 through 43 herein.

30. The Fair Management shall assign all Exhibitor, Vendor, and Booth Spaces, including Nuckels Hall, Fuller – Peery Hall, the Pavilion, and Barbecue Pit, in its discretion and no Exhibitor or Vendor from prior years shall have preference as to spaces reserved. There is no right of first refusal as to any Exhibitor or Vendor as to location. To the greatest extent possible consideration will be given by the Fair Management to the reasonable needs and requests of Exhibitors and Vendors in terms of space size, location, and the like.

31. Unless specifically authorized by the Fair Management, all Vendors shall be limited to One (1) Booth Space or Area per Vendor.

32. Self-Propelled Vehicles Prohibited. No Self-Propelled Vehicles of any type shall be permitted on the Fairgrounds during the Fair with the exception of those which are issued a Permit for such operation by the Fair Management or operated by the Fair Management in relation to Fair Events. Permits may be obtained by Written Application to the Fair Management in advance of such vehicles being brought on the Fairgrounds and placed into operation. This prohibition applies to all Vendors and includes Demonstration Vehicles of Vendors and Exhibitors who are exhibiting such vehicles as part of their normal course of business. No Hoverboards, No Drones, No Selfie Sticks.

33. No party may enter on to the Fairgrounds for the purpose of conducting a Raffle unless authorized specifically by the Fair Management and such party enters into an agreement with the Fair as provided herein. Raffles that have a Monetary Donation MUST be registered with the Fair Management and the Fair will accept for registration only Vendors holding legal raffles as governed by the laws of the Commonwealth of Virginia.

34. Dogs and Other Animals Prohibited. No Dogs or other Companion Animals shall be permitted on the Fairgrounds during the Fair with the exception of:

(a) Guide Dogs in use to assist Persons With Disabilities as is more fully defined in Sec. 51.5-40, et seq. of the Code of Virginia of 1950, as amended;

(b) Working Animals which are used in the normal course of the business by the Owner of such animal and which are at all times under the direct control and supervision of the Owner; and

(c) Animals which are entered into Events or Competitions of the Fair during the time immediately

before, during, and after such Events or Competitions.

#### SPECIAL RULES PERTAINING TO FOOD VENDORS AND FOOD ITEMS

35. (a) Each Vendor who is in good standing with all other Rules and Regulations of the Fair, including the payment of application fees in full, shall have the privilege of offering for sale food or drink items during the Fair WITHOUT RESTRICTION.

(i) Due to contractual obligations with the Carnival Vendor, the Fair will no longer permit vendors to sell the following items: Cotton Candy, Candy Apples, Sno Kones, Popcorn, & Funnel Cakes.

(ii) The Fair shall determine and set the Maximum Prices for drinks which are obtained from the Fair's Designated Drink Supplier (See Rule 36).

(b) This policy shall apply without exception to all Vendors regardless of the number of booths which a Vendor may have paid for or prior practices with regard to the restriction of food items and shall be subject only to the Fair's Maximum Prices for drinks obtained from the Fair's Designated Drink Supplier.

36. The Fair Management shall prepare and publish a list of Maximum Prices for beverage items obtained from the Designated Drink Supplier. Vendors may sell such drink items at or below the published maximum prices. The Fair Management reserves the right to amend such list at any time.

37. The Fair Management reserves the exclusive right to select a Designated Drink Supplier and no Vendor shall be permitted to offer for sale any drink item except those items obtained from the Designated Drink Supplier unless written consent is obtained from the Fair Management.

38. The Fair Management shall assign all Vendor and Booth Spaces, including Nuckels Hall, the Pavilion, and Barbecue Pit, in its discretion and no Vendor from prior years shall have a right of first refusal or priority as to spaces reserved by the Vendor from the previous year. To the greatest extent possible consideration will be given by the Fair Management to the reasonable needs and requests of Vendors in terms of space size, location, and the like.

39. Each Vendor shall be required at the time of application to provide the Fair Management with Proof Of Insurance coverage in a Minimum Amount of \$100,000.00 and such coverage shall be sufficient to hold harmless and indemnify the Fair from any and all risks or liabilities arising from the actions of such Vendor. Such coverage shall be verified by the Vendor to Fair Management at the time of entry upon the Fairgrounds. Final Confirmation of such coverage also shall be provided to the Fair Management on or before July 15, 2019 or the Fair Management may, in its discretion, revoke its approval of the application.

40. Vendors that have signed and dated their applications along with the Rules And Regulations Acceptance Sheets and payment of all required fees, all of which are acknowledged by the Fair Management, will be entitled to have their requests considered in the order in which received and acknowledged with priority given to those applications received and acknowledged first in time; provided, however, that no Vendor request shall be considered or granted until

after the application deadline for all applications has passed.

The Application Deadline is March 15, 2019; decisions of the Fair Management regarding applications shall be made and communicated on or about April 1, 2019.

41. All decisions of the Fair Management shall be final and not subject to appeal.

42. Commercial and For-Profit Vendors shall be subject to the applicable Virginia Department Of Health guidelines and regulations. Charitable and Non-Profit Vendors shall be subject to the applicable Tazewell County Ordinance (Sec. 10-1, et seq.).

#### YOUTH MATCHING SCHOLARSHIP AWARD LIMITATION

All Matching Awards to Participants in the Fair's Matching Scholarship Program shall be limited in all events to a maximum of \$10.00 for First Place, \$7.00 for Second Place, \$5.00 for Third Place, and \$3.00 for Fourth Place. A Participant may receive only One (1) Matching Award per event.

#### SPECIAL SAFETY RULES FOR ARENA/SHOW RING AND PIT AREA

In the interest of Safety these rules shall apply to all persons on the Tazewell County Fairgrounds without exception:

1. No Wheelchairs, Motorized Chairs, or other Handicapped Assist devices shall be allowed in the Pit Area at any time.

2. No Tents, Awnings, Canopies, or other types of shelter may be erected in the Arena/Show Ring Bleachers at any time. Spectators may make use only of appropriate clothing or hand-held umbrellas for protection from the elements. Any umbrellas shall be limited to a maximum diameter of Sixty Inches (60").

3. All applicable insurance requirements are to be complied with at all times.

#### TAZEWELL COUNTY FAIR PHOTO-IDENTIFICATION PASSES

No Photo-Identification Pass will be issued by the Fair to any person unless such person presents an Authorization Coupon which has been provided to such individual by the Fair Management and paid the fee for such pass.

Fair Management shall issue such Authorization Coupons only to the Chair of the Departments or other parties as deemed appropriate by the Fair Management.

All other individuals shall be required to abide by the General Admission Rules for the Fair.

TAZEWELL COUNTY FAIR ASSOCIATION, INC.  
610 Fieldcrest Circle • Tazewell, VA 24651  
(276) 988-7300



# General Rules for Exhibits - Fuller Peery

1. Refer to individual departments for specific requirements and limitations.
2. The Fair Management, department chairman, or volunteer workers will not be responsible for any loss, damage, or injury. Exhibitors assume all responsibility.
3. All entries must comply with departmental requirements and remain on the grounds until designated removal time. Early removal of exhibits may result in prizes or rewards being revoked. Special circumstances will be handled on an individual basis.
4. Only one entry per class. No late entries will be accepted.
5. Departmental chairman reserve the right to accept or reject any entry, based on the guidelines of the department. The decision of the chairman will be final.
6. All entry fees awards, and prizes will be determined by the departmental chairman and judges. Judging will be conducted at times determined by departmental chairman or by the fair management. The decision of the judges is final. All discrepancies will be handled by the fair superintendent.
7. Removal of an exhibit from any department by anyone other than the exhibitor must be arranged with the department chairman or the fair management prior to removal date. An entry stub must be shown before removal.
8. All exhibits not picked up will be taken to the fair office. Items not picked up by October 1 will not receive their premium awards. Items not picked up will be donated.
9. No one will be allowed in the exhibit area during judging except extension agents, judges and judge's assistants.
10. Items which have won a Tazewell County Fair award in a previous year will not be accepted as an entry.
11. We reserve the right to combine classes if less than 3 entries per class.
12. Three or more entries in each class may be judged separately.
13. Premiums for exhibit departments shall be:  
First Place: \$5.00  
Second Place: \$3.00  
Third Place: \$1.00  
Blue, Red, White and Honorable Mention ribbons respectively.

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