

Oregon State Fair Rules and Policies

Oregon State Fair Council
(Revised June 2016)

Introduction - The following definitions, rules and policies are applicable to the annual Oregon State Fair (OSF).

Definitions

"Agent" is an individual volunteer, community service group or paid contractor of the Oregon State Fair & Exposition Center (OSFEC) officially representing Oregon State Fair Council (Council) and only when performing at the annual Oregon State Fair official duty assigned by OSFEC in writing.

"At will employer" means a company where both the employer and the employee can terminate the employment at any time for any reason.

"Director/CEO" means the Chief Executive Officer of the Oregon State Fair and Exposition Center

"Drone" means an unmanned flying machine as defined in ORS 837.300(1).

"Destructive Device" means:

A projectile containing an explosive or incendiary material or any other chemical substance;

Ammunition, ammunition components including, but not limited to, smokeless powder, black powder, primers and percussion caps;

A bomb, grenade, missile, or similar device or any launching device therefore; or

Any weapon of mass destruction including any device capable of producing injury, death or property damage by way of release or discharge of chemical or biological agents, disease or radiation.

"Entry Fee" is the fee that participants pay to participate in certain OSF Department activities and competitions.

"Event" is an activity, meeting, attraction or other occurrence on the OSFEC grounds with specific opening and closing dates and specific operating hours.

"Exhibit Area" is an area or zone on the OSFEC grounds that is characterized by the type of exhibitors occupying paid exhibit space. Such exhibit areas include but are not limited to commercial exhibit areas, non-profit areas, and other commercial-style attractions.

"Exhibitor" is a person occupying paid exhibit space during the OSF.

"Fair Department(s)" is various sections of the OSF in which the activities are divided by subject area. Departments may add or deleted as necessary to reflect the interests of its participants.

"Firearm" means a weapon, by whatever name known, which is designed to expel a projectile by the action of powder and which is readily capable of use as a weapon.

"Handbook" is the annual publication or website posting which lists the rules, procedures, conditions, provisions, information, and fees for participation in certain OSF department activities and competitions as well as the awards offered.

"Licensee" is a person that has entered into a written agreement with the OSFEC for the use of buildings, facilities, services or equipment for the purpose of conducting business or other transactions.

"Paid Exhibit Space" is a certain location on the OSFEC grounds, during the annual OSF assigns to an exhibitor for the purpose of contacting patrons through, but not limited to, sales, displays of

goods and services, advertising, solicitations, canvassing, or the dissemination of information. The exhibitor must pay a fee to OSFEC for the space and agree to abide by the procedures, information, conditions, and provisions described in this division.

“Partner” is a person that has entered a written non-cash agreement with OSFEC.

“Patron” is an individual attending the OSF who is not an agent of OSFEC such as staff, exhibitor, permittee, licensee, sponsor, or registrant.

“Permittee” is a person that has entered into a written agreement with OSFEC for use of buildings, facilities, services or equipment for a period during the OSF for the purpose of conducting a public or private event, including but not limited to an exposition, meeting, conference, tradeshow, or concert.

“Person” includes an individual, corporation, association, group, firm, partnership, limited liability company, joint stock company, and any governmental entity.

“Oregon State Fair & Exposition Center (OSFEC)” includes, but is not limited to, the parking lots, campground, traffic lanes, and undeveloped areas outside of the admission gates; and the auditoriums, buildings, arenas, and undeveloped areas inside the admission gates at the Oregon State Fair & Exposition Center.

“Registrant” is a person that has notified OSFEC by using a form provided by OSFEC that a lead individual and up to nine other individuals will solicit, canvass, or otherwise contact patrons on the OSFEC grounds outside of admission gates during the OSF or other events organized and administered by OSFEC.

“Schedule of Rates and Fees” are the published fees and charges for facilities, buildings, services, or equipment or for operating a business on the OSFEC grounds during the annual OSF. These fees are included in, but not limited to commercial exhibitor packet, open class premium books, food concessionaire contracts, handbook, etc.

“Service Animal” is defined as dogs that are individually trained to do work or perform tasks for people with disabilities. Examples of such work or tasks include guiding people who are blind, alerting people who are deaf, pulling a wheelchair, alerting and protecting a person who is having a seizure, reminding a person with mental illness to take prescribed medications, calming a person with post-traumatic stress disorder during an anxiety attack or performing other duties. The Department of Justice emphasizes that service animals are working animals, not pets. The work or task a dog has been trained to provide must be directly related to the person’s disability. Dogs whose sole function is to provide comfort or emotional support do not qualify under the ADA. That means that a person who claims the animal is with him or her to provide comfort or emotional support has no right to bring that animal onto the OSFEC grounds.

“Sponsor” is a person that has entered a written cash sponsorship agreement with OSFEC.

“Weapon” includes, but is not limited to, any firearm; any destructive device; any dirk or dagger; any knife with a blade three inches or more in length, and any snap-blade or spring-blade knife, regardless the length of the blade; any ice pick or similar sharp stabbing tool; any straight-edge razor blade fitted to a handle; any device by whatever name known, which is designed to expel a projectile by the action of compressed air, gas, compressed spring or by any chemical action; any dangerous or deadly weapon within the meaning of any Oregon law restricting the use there in; any cutting, stabbing or bludgeoning weapon or any other device of inflicting grievous bodily harm.

**On-Site Free Speech Activities; Advertising, Canvassing, Soliciting, and Disseminating
Written Materials Outside Admission Gates**

- A. It is the policy of OSFEC to allow free speech activity whenever said activity is not inconsistent with the normal operations or activities of the OSF. However, OSFEC has found that due to the unique nature of the activities at the OSFEC grounds, there is limited access necessitating creation of free expression zones. OSFEC specifically finds that the building and grounds comprising the OSFEC grounds are generally surrounded by parking areas under the control of OSFEC, which areas become congested with numerous vehicles during the annual OSF. OSFEC further finds that pedestrian traffic is generally confined to narrow walkways to and from these parking areas to the various gates at OSFEC grounds and the designated free expression zones are designed to balance the interests by those engaged in free speech activity and being given reasonable access to the patrons and the safety of the patrons by avoiding accidents or congestion which could lead to injury.
- B. Further, OSFEC finds that these guidelines in the provided OSFEC free expression zones are balanced to protect the interest of patrons attending events upon the OSFEC grounds from inappropriate activity or conduct by those engaged in free speech activity, with the interests of those engaged in free speech activities. OSFEC's solution to this is balancing the interests is designation of OSFEC free expression zones and restrictions on time, place and manner of said expressions to ensure reasonable access by those engaged in free expression activity to those attending the fairgrounds, while protecting the overall safety of the public. In addition, OSFEC finds that for the OSF, for-rent booths inside the fairgrounds are provided to anyone on a first-come, first-serve basis in addition to free expression zones.
- C. Free Expression Zones: Are specific zones on site for the purpose of providing access for free speech activity. These zones shall be selected by OSFEC and shall be designated on a map of the OSFEC grounds. The area selected by OSFEC shall be selected to provide maximum reasonable access by those involved in First Amendment activities to patrons of the OSFEC, commensurate with public safety as well as those individuals engaged in such activity, and shall interfere to the minimal extent possible with the free flow and passage of patrons to and from the OSFEC grounds. The zones shall be clearly marked and shall have a sign posted by OSFEC which states that the views expressed by those utilizing the free expression zones are not necessarily the view of OSFEC.
- D. On-site Registration: Organizations or individuals desiring to engage in free speech activity on-site which provided on a "first-come, first serve basis," need to register with OSFEC at least 24 hours prior to the event. The purpose of the OSF registration is not to censor in any way or review discretionarily the content of the speech involved, but to allow sufficient opportunity for OSFEC to assign space for free speech activities and to provide the participants with copies of those rules governing the use of free expression zones. Registration will be granted on a first-come, first serve basis. A request for registration may be made 24 hours prior to the planned event, but not more than 15 days prior to the planned event at the OSFEC. Interested parties should apply at the Administration Offices of the OSFEC, 2330 17th Street NE, Salem, OR 97301, Monday through Friday from 9am to 4pm. Information to be provided shall include:
 - 1. The time of the planned event;
 - 2. The nature of the planned activity;
 - 3. The approximate number of persons proposed to be involved provided that no more than 10 shall be assigned to a zone from each group or organization;

4. A designated contact person, including a means of communication of said person such as an address or phone number; and
 5. If funds are solicited, how will the voluntary contributions be used?
- E. In evaluating the registration, OSFEC will not discriminate on the basis of content of ideas or beliefs. OSFEC may, however, require certain individuals or organization to engage in free speech activities in different areas outside of the fairgrounds or to maintain a reasonable distance from other individuals or associations, if there is reasonable belief in the minds of the employees of OSFEC that there may be conflict among or between various individuals or groups, or if groups with competing views or incompatible philosophies have requested use of the same general area on the same date and during the same hours.
- F. Any organization or individuals seeking to engage in First Amendment activities shall ensure their conduct and the use of any signs, banners, or other devices do not result in injuries to patrons or property; persons engaged in First Amendment activities shall comply with the following restrictions on time, place and manner:
1. A person may not advertise, canvass solicit, or disseminate written materials in any location outside of the admission gates of the OSF, except as provided by this rule.
 2. During and for three days before and two days after the OSF or any other event organized and administered by the OSFEC, only a registrant may advertise, canvass or solicit, or disseminate written materials outside OSF admission gates.
 3. An individual may register by submitting a registration form prepared by OSFEC. The individual must submit the form to the OSFEC at least 24 hours before beginning any advertisement, canvassing or soliciting, or dissemination of written materials but not earlier than 15 days.
- G. If the form is submitted on behalf of a person that is not an individual, the registration form shall identify a lead individual and may identify up to nine other individuals who will participate in advertising, canvassing, soliciting or disseminating information.
- H. For registration purposes, only the lead individual is considered registered and approved by OSFEC.
- I. All other members identified will become registered and approved once they are properly briefed by an authorized designee of OSFEC on the rules for advertising.
- J. Registration for non-lead individuals can occur before or on the day they are scheduled to engage in advertising, canvassing, soliciting and disseminating information. All registrants must remain at least 20 feet from any admission or exit gate, any line forming at an admission gate, and any tram or other form of public transportation that is loading or unloading passengers. An agent or OSFEC staff may require any registrant to move or maintain reasonable distance from other registrants if the agent or OSFEC staff has a reasonable belief that there may be conflict among or between various registrants or that the registrant is blocking the free movement or endangering the safety of OSFEC patrons, permittee, licensee, sponsor, exhibitor or anyone providing emergency services.
- K. Each lead registrant may set up one table. The table top must be no longer than six feet. A registrant shall be present at the table at all times. The table may be set up no more than 30 minutes before the OSF or other event opens for the day and must be removed no later than 30 minutes after the OSF or other event closes for the night.
- L. A registrant may not use a sound device, including but not limited to a bullhorn or other sound amplifying device that creates sufficient volume to be heard more than 20 feet from the registrant.

- M. A registrant may not use, in any manner, fighting words or obscenities. Within the OSFEC grounds, no individual shall participate in loud, rude or unreasonable behavior; disturb the public peace; make threatening comments, actions or gestures towards others; obstruct the use and enjoyment of any facility, area or event; act in a disorderly manner; or participate in any behavior or activity which in the opinion OSFEC's Director/CEO or the Director/CEO's designee may affect the safety or well-being of any person attending the OSFEC sanctioned event.
- N. A registrant may not sell or advertise any merchandise or service.
- O. A registrant may not advertise, solicit, canvass or disseminate information to an individual in or on a motor vehicle or at any location within a parking lot.
- P. If a person objects to an action by OSFEC that implements this rule, the person may file a protest with the OSFEC Director/CEO or his designee.

2. Violation of Guidelines

- A. Any person or persons engaged in free speech activity who violates these restrictions shall be subject to the following administrative remedies:
 - 1. If no registration has been obtained, OSFEC's agent may require that such person or group register and obtain a space allocation. Refusal to provide the information requested or abide by the space allocation may be cause for ejection from the grounds;
 - 2. If an organization or individual is engaged in activity in violation of these guidelines, an initial warning shall be issued where possible. If the activity in violation continues, the activity shall be stopped and the violation shall be cause for immediate ejection from the grounds by OSFEC or its authorized agent;
 - 3. Anyone engaged in any violence or who provokes any violence shall be immediately ejected from the grounds;
 - 4. Anyone displaying fighting words, obscene material or grisly, gruesome or repulsive displays may be subject to having said materials or displays seized by OSFEC and its agents. Upon demand said material or displays may be returned to said organization or individuals after the event is over and /or after the free speech activities are concluded, or upon departure;
 - 5. Nothing in these provisions regarding violations of guidelines shall require OSFEC to exhaust any remedies, to necessarily give any oral warnings, or to compromise or limit in any way, any remedies provided by law.

3. Advertising, Canvassing, Soliciting, And Disseminating of Written Materials Inside Admission Gates

- A. A person may not advertise, canvass, solicit or disseminate written materials in any location inside OSFEC's admission gates, or in any exhibit space assigned to an exhibitor space by OSFEC.
- B. OSFEC assigns commercial exhibit spaces within an exhibit area for a fee and on a first-come, first-served basis.
- C. Exhibitors who are assigned a commercial exhibit space are subject to the fees, conditions, rules and other information about exhibiting in a particular Exhibit Area published in the Handbook for each Exhibit Area.
- D. If a person objects to an action by OSFEC that implements this rule, the person may file a protest with the OSFEC Director/CEO or designee.
- E. During events organized by an exhibitor, the exhibitor shall be responsible for regulating the advertising, canvassing, soliciting and disseminating of written materials in locations inside the OSFEC's admission gates and in the airspace above the OSFEC.

4. Procedures for Obtaining Paid Exhibit Space

- A. Procedures for obtaining exhibit space in a particular Exhibit Area and the associated fees, conditions, rules, and other information about exhibiting in a specific Exhibit Area shall be outlined in the Handbook for each Exhibit or Fair Department Area.

5. Exhibit Space Fees

- A. OSFEC shall establish fees for the use of exhibit space and any associated cost for services, including electricity, production, admission, and parking shall be established in the Handbook for each particular Exhibit Area and Fair Departments.
- B. Fees, conditions, rules, and other information about exhibiting in a particular Exhibit Area published in the Handbook cover most ordinary situations involving exhibit space at the OSF. The OSFEC Director/CEO or designee shall have authority to establish fees, conditions, rules, and other information about exhibiting in a particular Exhibit Area that are not specifically listed in the Handbook.

6. Exhibitor Compliance Procedures

- A. In the event an Exhibitor, Permittee or Licensee refuses to comply with fees, conditions, rules, or other information as outlined in the appropriate Handbook or License to do Business, OSFEC may take appropriate action to gain compliance, up to and including requiring Exhibitor to remove furnishings and all property immediately. If not removed, furnishings and property may be stored at a fee of \$100 per day or portion thereof, but must be removed within four days from the last day of the OSF.

7. Images Used for Promotional Purposes

- A. Patrons, who purchase admission tickets, accept complementary tickets and/or surrender an OSF admission ticket for entry into the OSFEC grounds, constitutes consent for the OSFEC to use any film, video or likeness of bearer for any purpose whatsoever without payment to bearer.
- B. Exhibitors, volunteers, contactors, sponsors, registrants who enter the OSFEC grounds constitutes consent for the OSFEC to use any film, video or likeness of bearer for any purpose whatsoever without payment to bearer.

8. Pets On the Grounds

- A. Although OSFEC does not encourage patrons to bring their pets to the OSF, OSFEC does understand the desire and, in some cases, the necessity. For the safety of OSFEC Fair guests, patrons, employees and contractors, OSFEC does ask Fair patrons to abide by the following:
1. Pets must be fastened to a leash and under control at all times. A leash must not be longer than six (6) feet. Do not tie or connect your pet in any way to OSFEC property, including but not limited to trees, equipment, buildings, fencing, etc.
 2. Do not leave your pet unattended.
 3. Make sure you have containers with you so you can provide your pet with water.
 4. You are responsible for immediately cleaning up animal waste made by your pet. Do not allow your pet to deposit animal waste in areas where there are food booths, flower beds, sidewalks, and paved surfaces. Bring products to adequately clean up after your pet's waste, i.e. poop bags, scoopers, etc.
 5. Dispose of animal waste in "garbage containers" that are stationed around the grounds. DO NOT dispose of the animal waste in recycling containers or in livestock bedding or livestock bedding piles.
 6. For the safety of everyone at the OSFEC, if your pet shows signs of aggression towards people or other animals, OSFEC may ask you to remove the animal and return to the OSFEC without your pet. If your pet bites or injures another person or animal, you may be held liable for any damage or injury. Once notified of the injury, OSFEC will assign the public safety and/or State Police to investigate.
 7. DO NOT LEAVE YOUR PETS UNATTENDED IN A VEHICLE. If this occurs, OSFEC representatives, State Police and/or Animal Control will be contacted and actions may be taken by the State Police to remove the pet from the vehicle and animal abuse charges considered.
 8. For the safety of the public, exhibitors, animals and your pets, we prohibit you from taking your pet into any facility or area where animals and livestock are housed or on display. Service pets are allowed in the buildings where animals and livestock are housed but please consider the safety of your animal and that of other animals and people before doing so.
 9. Pets are not allowed in the L.B. Day Amphitheatre or the OSFEC Pavilion seating areas during concerts or other activities that may result in crowded conditions. Service pets are allowed in the L.B. Day Amphitheatre and OSFEC Pavilion seating areas but OSFEC requests 72 hours' notification of the activity for which the Fair guest wishes to attend with their service pet. This is to allow OSFEC to find reasonable accommodations that allow for easy ingress and egress, and to avoid areas that may result in the service pet being a tripping hazard for other fair guests. OSFEC's goal is to accommodate for the needs of the Fair patron and their service pet while seeking an accommodation that provides for the safety of all guests attending the event or activity.

9. Prohibited Items and Activities on the OSFEC Grounds

- A. The following items are prohibited on OSFEC property unless specifically authorized in this rule:
1. Bicycles, skateboards, roller blades, scooters;
 2. Unauthorized vehicles;

3. Weapons;
 4. Fireworks, explosives or explosive devices, and inflammables;
 5. Alcohol or alcoholic beverages;
 6. Controlled substances;
 7. Any other object or objects which in the opinion of OSFEC's Director/CEO or designee may affect the safety and well-being of persons attending events on OSFEC property;
or
 8. Destructive device.
 9. Smoking, including the use of electronic cigarettes, vaporizers and oil/pens, will be limited to areas designated by the OSFEC Director/CEO or his designee
 10. Operating drones within the interior grounds up to and including the vertical perimeter of the OSFEC property unless approved by the OSFEC Director/CEO or his designee. Anyone allowed to operate a drone within the OSFEC property must agree to comply with all State of Oregon and federal statutes and rules.
- B. Exceptions to the above prohibitions are limited to:
1. Weapons of OSFEC law enforcement officials and those carried by persons authorized by law to carry them when carried in a manner authorized by law;
 2. Alcoholic beverages and alcoholic beverage containers belonging to licensed concessionaires or catering service contracting with OSFEC.
 3. Prohibited items that have been permitted by OSFEC by virtue of a signed agreement;
 4. Fireworks in the custody of any group operating or presenting an OSFEC officially sanctioned fireworks display;
 5. Bicycles, skateboards, roller blades, scooters are permitted on the property outside the fenced areas unless they are part of an OSFEC approved event or display;
 6. Prescription medications necessary for licensees and contractors to perform their duties, when they possess the authorizing prescriptions;
 7. Employees of OSFEC and its licensees, contractors and agents may not carry personal prohibited items that are not necessary for the performance of their official duties;
 8. Prohibited items in the possession OSFEC Exhibitors that are necessary for daily care or preparation of animals and for showing and are used only for preparation and showing purposes; and
 9. Such prohibited items expressly permitted in writing by the OSFEC Director/CEO or designee.

10. Inspections During OSF

- A. OSFEC's employees or agents may request, as a condition of the license or permit, that persons about to enter OSFEC property, allow visual access to all purses, backpacks, briefcases, suitcases, athletic bags, packages, duffel bags, coolers, ice chests, picnic baskets, diaper bags, strollers, carts and other similar items capable of concealing prohibited items ("containers").
- B. OSFEC's employees or agents requesting such an inspection shall do so outside the fairgrounds gates or such other reasonable places as designated by the OSFEC Director/CEO or designee. The person(s) entering the facility may be asked by OSFEC employees or agents to reveal the items in their containers. OSFEC employees or agents shall inform person(s) in

possession of containers to which the inspection request pertains, are free to decline the inspection and may receive a refund of the price of the OSFEC admission ticket and parking (if admission or parking fees were incurred) upon surrender of their tickets. Alternatively, the persons may discard the container or prohibited item(s).

- C. Most searches are visual. At the option of OSFEC's employees, agents or law enforcement officers, other search measures may be employed, including but not limited to electronic, chemical or physical inspections such as "pat downs."
- D. Possession of weapons or controlled substances at any time on OSFEC property may be reported to law enforcement officials.
- E. If a person possesses one or more prohibited items inside an OSFEC building or facility, the person shall be considered to have violated the license to enter. The license shall be revoked and an OSFEC employee or agent shall request that the person leave the OSFEC. A refusal or failure to leave the property following such a request can cause the person to be in trespass.
- F. If a person requests a refund under section 9.2 above, OSFEC shall promptly complete and deliver a bearer coupon that specifies the location, date, and refund to be made. A person may redeem the bearer coupon either at the nearest admission booth or by mail to the OSFEC business office within 10 days, along with parking and admission tickets for reimbursement.
- G. Prohibited items which may be seen without inspection are subject to the same consequences as specified in section 9.5 of this rule.
- H. OSFEC shall display signs at entrances to the facility generally identifying prohibited items and providing notification of the request for inspection.

11. Activities Prohibited On Property

- A. Within the OSFEC, no individual shall participate in loud, rude or unreasonable behavior; disturb the public peace; make threatening comments, actions or gestures toward others; obstruct the use and enjoyment of any facility, area or event; act in a disorderly manner; or participate in any behavior or activity which, in the opinion of OSFEC Director/CEO or designee, may affect the safety or well-being of any person attending an event within the OSFEC.

12. Conducting Business On or Near Grounds of the Oregon State Fair

- A. A person may not set up any shop, booth, wagon or other vehicle for the sale of spirituous or other liquors, cigars, provisions or other article of traffic. A person may not sell or otherwise dispose of any liquors, cigars, goods or services, wares, merchandise, meals or any article of traffic on the ground of the OSFEC grounds or within one-half mile of OSFEC grounds, without having paid OSFEC a licensing fee for the privilege, or obtain written consent from OSFEC. Stat. Auth.: ORS 565.060, Stats Implemented: ORS 565.

13. Admission to Fairs Except Through Special Gates Prohibited

- A. A person may not gain admission or attempt to gain admission to the OSFEC grounds during the annual OSFEC or at any public event or meetings on grounds of the OSFEC, except through special gates or entrances kept or directed by OSFEC.
- B. The OSFEC Director/CEO or designee may set the prices of admission, licenses and all matters pertaining to the conducting of the annual OSF, exhibitions or other public events or meetings on the OSFEC grounds property or within its' buildings and facilities.
- C. The OSFEC Director/CEO or designee may change or alter gates for admission and use other means to manage traffic flow such as directional signs to manage Event traffic or to control

the flow of traffic to and from the OSFEC with assistance from OSFEC employees, contractors or agents.

- D. The OSFEC Director/CEO or designee may control and set the opening and closing times of gates for admission to the annual OSF, exhibitions and other public events or meetings at OSFEC.
- E. The OSFEC Director/CEO or designee may establish procedures for the control and management of signs, banners and other promotional materials on display on and around the OSFEC gates, entrances, parking lots and other OSFEC areas viewable by the public.
- F. Admission coupons or admission discounts may be honored if they are officially endorsed by OSFEC prior to the Event or annual OSF.
- G. OSF employee and agents may refuse any person(s) admission through any gated area or entry if the person(s) refuses to pay the designated admission fee or charge.

14. Americans with Disabilities Act

The facilities at the OSFEC grounds are owned by the State of Oregon and operated and maintained by the Oregon State Fair Council. If you have concerns about the physical accommodation on the fairgrounds, please contact the Oregon State Fair Council.

15. Press Credentials

- A. All persons representing media organizations that request official press credentials and privileges during the annual OSF must show the following identification or credentials before press passes will be issued.
 - 1. A current "working press" identification, with a photo I. D. from the media organization they represent. Identification must indicate position with media organization, i.e., reporter, staff writer, news director, editor.
- B. If working press credentials can be produced, a letter from the news director or editor must be sent in advance to the OSFEC event indicating the name(s) of staff planning to cover the OSFEC event.
- C. Freelance reporters/photographers may not be issued press credentials unless they can produce the above-mentioned items.
- D. It is the intentions of OSFEC to continue to accommodate the media as in the past, while at the same time protect our fair guests from being approached by photographers and/or writers that are working on "commercial" projects or other ventures. Efforts are to be focused on media representatives who legitimately cover events.

16. Animal Welfare Practices

- A. The animal exhibits at the OSF are under the control and management of the Oregon State Fair Council. If you have questions or concerns regarding animal exhibits at the OSF, please contact the Oregon State Fair Council.
- B. The OSFEC is dedicated to establishing and maintaining a professional and responsible approach regarding the health, care and welfare of all animals housed within its facilities.

17. Petting Exhibit Animals

- A. Petting Zoos at the OSF are provided for the enjoyment of the public and to share a hands-on experience to inspire greater care for animals. The OSFEC contracts with petting zoo operators who are well trained in animal husbandry and basic veterinary care to give the best attention available to animals. OSFEC requires that the petting zoo operator provide the

OSFEC Director/CEO with a plan that demonstrates and carries out the proper handling and maintenance of the zoo animals.

18. Exotic Animals

- A. OSFEC periodically contracts with exotic animal exhibitors. Exhibitors shall be subject to all the laws and licensing requirements for wild and exotic species. When OSFEC contracts with an exhibitor, the exhibitor will be required to submit a plan that demonstrates the proper care, housing, health and welfare of the animal(s).

19. Veterinarian On Ground

- A. A veterinarian is on call or on duty to ensure the safety and health of all animals throughout the duration of the OSF. The OSFEC contracts with a veterinarian to provide all veterinary services for animal exhibits and attractions at the OSF. A veterinarian will be on call or on site throughout the Fair to respond to any animal emergencies including sick or injured animals.
- B. A veterinarian or designee will check all livestock upon arrival and before unloading for proper health certificates; signs of communicable disease including external parasites; unsightly disease conditions; and open and closed wounds. Veterinarians have the right to enter any pen or tie area to inspect an animal.
- C. Any animal found to be in an unsafe or in an unsightly condition will be quarantined in a designated area and then dismissed from the grounds as soon as possible.

20. Public Health Issues Related to Animal Exhibits

- A. One of the important missions of the OSFEC is to educate the public about public health issues related to animals.
- B. In cooperation with the Marion County Health, the OSFEC has set out to increase awareness and to reduce the risk of disease transmission from animals to humans.
- C. Information will be provided to animal venues by signage and personnel information to inform visitors of any animal related risks. One such is the risk of transmission of enteric pathogens (including *Escherichia coli* 0157-H7 also known as *E. coli*) from farm animals to humans.
- D. Venues will be designed to minimize risk.
- E. Hand sanitizers and/or hand washing stations will be provided in appropriate animal holding areas. Hand to mouth activities will be discouraged in interactive areas.
- F. Hand to mouth activities such as eating and drinking, smoking, and carrying toys and pacifiers will be discouraged in interactive areas.
- G. The OSFEC is happy to answer any questions regarding these animal welfare practices. You may contact OSFEC official spokesperson for further information.

21. Equine Inherent Risk Law (Oregon ORS 30.687-30-697)

- A. Under Oregon Law, no person shall be liable for damages sustained by another solely as a result of risks inherent in equine activity in so far as those risks are or should be reasonably obvious expected or necessary to the person injured. Participants in equine activities, by their presence on these grounds, have indicated that they have accepted the limits of liability resulting from Inherent Risks of Equine Activities.

22. Vehicle, Motorized Cart, Heavy Equipment and Bicycle Policy

- A. **Vehicles:** Only those vehicles with valid credentials will be allowed on the interior of the Fairgrounds. Unless specifically authorized by the OSFEC Director/CEO, vehicles must be

removed from the interior of the Fairgrounds by 9:00 am each day. Unauthorized vehicles remaining on the interior of the Fairgrounds after 9:00 am daily shall be subject to tow at the owner's sole expense and revocation of vehicle credentials.

B. Motorized Carts, Vehicles and Equipment

1. This policy shall apply to all motorized carts, vehicles, heavy equipment, motorcycles, mopeds and bicycles including those owned by exhibitors, concessionaires and other participants at the OSF.
2. Motorized carts, vehicles, heavy equipment, motorcycles, mopeds and bicycles may only be driven by individuals who are 18 years or older, possess a valid drivers' license and participated in and passed the Oregon State Fair motorized cart, vehicle and equipment training. Drivers of equipment, vehicles, heavy equipment, motorcycles and mopeds must have adequate automobile liability insurance coverage while driving on the fairgrounds. Individuals must provide proof of automobile insurance upon demand from OSFEC management.
3. Any one authorized to drive golf cars or other RTV must take the driving safety class taught by the OSF Parking Department Superintendent or his designee. Individuals successfully completing the driving safety will be provided a sticker or document verifying their completion of the course. You must display your verification sticker or document while driving golf cars or RTV on the fairgrounds.
4. Motorized carts, vehicles, heavy equipment, motorcycles, mopeds and bicycles may not be driven on the interior of the fairgrounds after 11:00 am daily, without the express approval of the OSFEC Director/CEO. Unless specifically exempted by the OSFEC Director/CEO, motorized carts, vehicles, heavy equipment, motorcycles, mopeds and bicycles shall remain on the perimeter fairground (outside the interior fences) during the Fair's operating hours. No motorized carts, vehicles, heavy equipment or bicycles are allowed in the carnival area after 10 am until two hours after closing.
5. Motorized carts, vehicles, heavy equipment, motorcycles, mopeds and bicycles shall only be occupied by the number of persons equal to the number of seats available, maximum. All passengers must remain seated with their feet on the floor and arms and legs within the cart, vehicle, or heavy equipment, or feet on the pedals and hands on the handlebars of a bicycle. Children under age 5 may ride while seated on an adult's lap, other than the driver's, but may never ride on heavy equipment or bicycles. Drivers and passengers are expected to exercise ordinary care and prudence in the use and occupation of a motorized cart, vehicle, heavy equipment, or bicycle.
6. No individual may operate motorized carts, vehicles, heavy equipment, motorcycles, mopeds or bicycle while under the influence of alcohol or other intoxicating or mood-altering substance.
7. All individuals operating motorized carts, vehicles, heavy equipment, motorcycles, mopeds and/or bicycle must review and be familiar with this policy. Individuals must read and sign that they have reviewed and willing to abide by this policy. Ignorance of the policy will not be considered an excuse for violating the policy.
8. Persons violating this policy will have their motorized cart, vehicle, heavy equipment, and bicycle privileges revoked for the remainder of the OSF.

9. Exceptions to this policy must be submitted to and approved in writing by the OSFEC Director/CEO or his designee.

23. Disaster Plan

- A. OSFEC's management staff and superintendents have been trained in the use of the OSF EMERGENCY PLAN. Complete emergency plans are available at the OSFEC Administrative Offices.

BUSINESS POLICY

24. Returned Checks

- A. OSFEC may assess a reasonable fee, similar to bank charges and fees, for each personal or business check returned for non-payment. The fee may be assessed in addition to any legal remedies that OSFEC may pursue to effect the collection of the returned items.

25. Credit Card Returns

- A. OSFEC may assess a reasonable fee, similar to bank charges, for each accepted credit card charge returned for non-payment. The fee may be assessed in addition to any legal remedies that OSFEC may pursue to effect collection of the returned items.

26. Late Payments

- A. OSFEC may assess a fee of one and one-half percent per month or portion thereof on any unpaid balances due to OSFEC if not paid within 30 days of billing. The fee may be assessed in addition to any legal remedies that OSFEC may pursue to effect collection of the late payments.

27. Photocopying Charges

- A. OSFEC may provide photocopies of records for a copying fee as set by OSFEC. OSFEC reserves the right to set maximum number copies allowed per person. A request to view or copy records that belong to OSFEC must be approved by the OSFEC Director/CEO or his/her designee

28. Facsimile Machine Usage

- A. OSFEC may make its facsimile machine available for public usage at rates determined by OSFEC. OSFEC reserves the right to set a maximum number of pages per person, time of use and proper procedures for fax usage.

29. Shipping and Mailing Charges

- A. OSFEC may allow shipping and mailing for public usage at rates set by OSFEC. OSFEC reserves the right to set a maximum number of items to be shipped or mailed per person or organization from the OSFEC location.

30. Additional Services and Support Charges

- A. OSFEC may add additional service and support charges when applicable such as, but not limited to; service charges for an additional cleaning, repair of damages or moving of items left in a building or facility.

31. Accounts Receivable

- A. An invoice is prepared and mailed at the time the transaction occurs. Invoice shall provide detail of items or service being billed and shall include terms of payments.

- B. Monthly statements are prepared and mailed for all amounts outstanding.
- C. If payment is not received after three letter of collection have been sent (the original invoice and two monthly statements), then OSFEC will make a determination on how to proceed:
 - 1. Collection Agency: turning over the receivable to a collection agency which requires notification to the debtor that the debt is being turned over to a private agency unless paid within a specific period of time.
 - 2. Court Settlements: In some cases, small claims court may be the best cost/benefit choice. For larger claims, counsel will be consulted.
 - 3. Sale of Accounts Receivable: OSFEC may decide to sale Accounts Receivable to private persons or entities.
 - 4. A charge of 1/5% per month will be added to the outstanding amount.

32. Dishonored Check

- A. Once a check has been returned from the bank, a letter requesting payment will be sent. A second letter will be sent at 15 days, a third and final letter at 30 dates indicating that the matter will be turned over to the collection agency if payment is not received within 10 days. If payment is not received 10 days after the third letter, the item will be sent to collections, including a returned check fee of \$25.00.

33. All Other Accounts Receivable

- A. A first letter will be sent out at 30 days past the invoice date. Additional letters will be sent at 60 and 90 days past due.
- B. If payment is not received 120 days after the date of the invoice the account may be assigned to a collection agency.
- C. A charge of 1.5% per month will be added to the outstanding amount. If the accounts receivable is paid in full and the 1.5% late fee is not, the late fee may be forgiven.

34. Cash Handling Percentage Standards

- A. The recommended error standard for gate and parking sellers is 0.25% allowable error for total sales.
 - 1. Example: For every \$1,000.00 in sales, the seller is permitted a \$2.50 margin of error, either over or short. Errors are not calculated on a net basis; they are accumulated in an absolute value to determine their total error at the conclusion of the OSF.
- B. If the seller exceeds a 0.25% error rate during the OSF, they will no longer be eligible for selling position unless otherwise approved by the OSFEC Director/CEO or designee.
- C. Sellers are given a one-time error allowance of \$40.00. This amount will not be calculated into their cumulative error totals for the selling period.
- D. Seller performance will be tracked daily. All sellers not meeting the error standard who reach a cumulative error total net the one-time \$40 error allowance of \$300.00, will be removed from a selling position prior to the end of the OSFEC unless otherwise approved by OSFEC Director/CEO or designee.

35. Food Concession Sales

Cash Register Procedures are defined in the annual OSF Food Concession Contract.

36. Computation Sales

- A. Sales as shown by the cash registers less documented adjustments will be considered to be the actual gross sales from the Concession Site until the OSFEC has a valid reason to deem the sales to be higher (e.g. under rings, observed unrecorded sales, broken machines, etc.).
- B. Cash Register Procedures are defined in the annual OSF Food Concession Contract.

37. Over Rings

- A. Over rings must be recorded on the OSFEC – provided over ring sheet, initialed by the cash register operator and be clearly indicated on the register tapes by either circling with a pen, or marking with a highlighter pen. Any over ring not circled on the appropriate taper will not be accepted.
- B. The number of allowable over rings will be limited to five percent (5%) OSF gross sales, per stand, per day. Example:
 1. Stand has a daily gross sales report of \$3000.00.
 2. 5% OSF \$3000.00 is \$150.00.
 3. No more than \$150.00 is allowed as a reduction of OSF gross sales due to over rings for that day.
- C. Exceptions to daily over ring limits must be approved by OSFEC Director/CEO or designee.

38. Reporting Requirements

- A. The Licensee must submit a complete and accurate daily sales report for the previous day along with cash register tapes and any over ring sheets. Licensees must use the OSFEC provided blank daily sales report and over ring sheets for their daily reporting. Records received in other formats will not be accepted, and then licensee will need to resubmit the required information in the approved format and in a timely manner.
- B. OSFEC auditor's may temporarily retain cash register tapes for review and will return them to concessionaires when they complete their review.

39. Audits

- A. Throughout the OSF, OSFEC auditors, employees and agents will do spot checks (audits) which will test any of the following:
 - Use of P.L.U. registers,
 - Starting cash,
 - Paid out receipts,
 - Money drops
 - Cashier practices,
 - Over rings,
 - Daily sales, and
 - All other transactions which denote appropriate cash control systems.
- B. If an audit turns up financial discrepancies, licensees will be notified with a written violation.

- C. OSFEC management reserves the right to immediately collect any commissions owed due to any discrepancies found.
- D. Failure to cease the discrepancies and correct them will result in punitive actions as deemed appropriate by OSFEC management. This may include an order to discontinue operations and vacate the premises.

40. Appeal Process

- A. The owner/operator is entitled to an appeal of the infraction with OSFEC management with a twenty-four-hour period following the violation.

41. Protest Procedures

- A. Any adversely affected or aggrieved person may protest an OSFEC action.
- B. The protest must meet the following criteria:
 - 1. Be in writing and delivered by hand or by certified mail to the OSFEC Director/CEO or designee, within ten business days of the occurrence of the action;
 - 2. Identify the action and identify the agent or OSFEC employee involved (if known);
 - 3. Explain why the action taken is unlawful; and
 - 4. Describe the action desired by the person filing the protest.
- C. The decision of the OSFEC Director/CEO or designee shall be a final order rather than a contested case that is subject to judicial review.