



EVENT SERVICES GUIDE

(JUNE 2021)

Clay County Fair & Events Center

Mailing Address: PO Box 527

Physical Address: 800 W 18th St

Spencer, IA 51301

www.claycountyfair.com

Main Switchboard: 712-580-3000

The purpose of this information is to provide guidance on the rules and regulations of hosting an event at the Clay County Fair & Events Center (“CCFEC”). This information is intended for event organizers (“clients”) and is subject to change.

ADA

No qualified individuals with a disability will be excluded from participation in or be denied the benefits of services, programs or activities at the CCFEC.

ADVERTISING

Show Promoters shall not advertise any event unless a signed contract with all applicable deposits has been executed by the CCFEC. Events may only be advertised that the CCFEC is the location; advertising must not state or imply that the CCFEC sponsors or endorses the event, unless otherwise approved in writing from the CCFEC.

All advertising for events with an admission price must state the total admission price, inclusive of facility fees, ticket service fees, and taxes.

Official CCFEC name, logo, and brand assets must be used and will be provided upon request. Please do not utilize internet images. CCFEC name, logo and brand assets may not be used by external organizations or individuals without consent.

CCFEC office telephones and telephone numbers are reserved for CCFEC business purposes only and may not be published as an official event contact number.

AED

The CCFEC has emergency equipment located inside the Clay County Regional Events Center during event hours. **In the case of emergency, dial 911.**

AGREEMENT EXECUTION

A facility usage agreement will be issued after receipt of confirmation that the client is ready for the agreement. The agreement must be executed, deposit paid, and returned within a specific time to secure date(s) with the CCFEC.

ALCOHOL

No alcoholic beverages are allowed on CCFEC property other than those sold or provided by the CCFEC. The CCFEC is an Iowa licensed “Class C” alcohol beverage vendor, and all alcoholic beverages must be purchased from the CCFEC. All alcohol plans must be coordinated through the Event Services Director at least two weeks before the event.

Clients are expected to abide by this law and to advise and notify all the attendees of the event. Alcoholic beverages found on CCFEC property that were not provided through the CCFEC will be confiscated. Guests are expected to abide by the laws of Iowa concerning the consumption of alcoholic beverages, and the use of narcotic substances. Persons found to be in violation of these laws will be prosecuted to the fullest extent of the law.

ANIMALS

Pets are permitted on CCFEC property when the Fair is not in operation. Pets must be on a leash and owners must clean up after their pets. Only service animals as defined by the Americans with Disabilities Act (ADA) are permitted inside any building.

ANNOUNCEMENTS

The CCFEC reserves the right to make emergency announcements at any event in the interest of public safety.

ATM

An ATM can be found inside the Clay County Regional Events Center during hours that the building is open to the public.

BABY CHANGING STATIONS

Baby changing stations are located in both men's and women's restroom facilities in every public building on CCFEC property.

BANNERS, FLAGS, AND SIGNS

The allowance of banners and posters inside any building is determined by the individual client. Banners or signs that obstruct the view of guests, obscure advertising, impede the operation of the facility, contain objectionable subject matter, or are commercial in nature are not permitted. CCFEC management reserves the right to remove any banner at any time.

No signs, banners or other promotional materials may be displayed on or at the perimeter fencing, on trees, or on light poles without permission of the CCFEC. No gummed or adhesive-backed labels, stickers, or signs of any kind are allowed on CCFEC property. Outside signs/banners hung on a building for an event will be done by CCFEC personnel only.

If any signage owned by the CCFEC is damaged or removed for any reason without prior written consent, the client will be charged. Permanent graphics, signs or displays may not be visibly blocked in any manner nor may temporary signs or decorations be attached to permanent building graphics.

BUILDING RENTAL / EQUIPMENT RATES

See "CCFEC Event Rate Sheet."

CAMERAS / RECORDING DEVICES

The permitted use of cameras and recording devices varies by event, with policy being determined by the client. Under no circumstances may photography interfere with access ways, seat aisles, or other guest's enjoyment of any event.

CAMPGROUNDS

Campgrounds are located on the west side of the CCFEC property and feature 160 sites. Camping is available mid-April through September with seasonal hook-ups of

water and electric. Indoor showers and toilets are available along with potable water and sanitary dumping stations.

Pricing is \$25 per 24 hours for spots with electricity and \$17 per 24 hours for non-electrical spots. Spaces are available first come, first serve; reservations are not accepted except for the month of September during the Fair. Registration and fees are due at the CCFEC Administrative Offices at the conclusion of the event from the client.

CARRY IN ITEMS

Individual clients will make the final determination as to what items will be permitted to be carried in to the event. CCFEC Event Services staff will work with each client to determine what restrictions are in place.

Regardless of show requirement, the following are prohibited from being carried onto CCFEC property:

- Weapons/Firearms, except when part of an appropriate/approved event
- Alcoholic beverages (see "Alcohol")
- Air horns/whistles or other noisemakers
- Helium-filled balloons
- Glitter/Confetti
- Glass bottles
- Fireworks
- Illegal substances

CATERING

The Clay County Regional Events Center utilizes its exclusive in-house caterer (Blue Ribbon Catering). No outside food or beverage is allowed in this building.

In other CCFEC buildings, catering services are determined by individual client; however, discounts will be offered on rental rates when Blue Ribbon Catering is contracted.

COMPLIANCE WITH LAWS

The client shall comply with all laws of the United States, the State of Iowa and the ordinances of the City of Spencer. In addition, the client shall comply with all lawful orders of the police and fire department or other municipal authorities.

The client will obtain and pay for all necessary permits and licenses and will not do, nor suffer to be done, anything on said premises during the term of the permit in violation of any such laws, ordinances, rules or orders.

The client shall not discriminate against any person because of sex, race, religion, ancestry, national origin, or disability. Client shall not directly or indirectly display, circulate, publicize or mail any advertisements, notices, or communications, which state or imply that any venue or service shall be refused or restricted due to discrimination.

FOOD AND BEVERAGE/CONCESSIONS

The CCFEC will handle all food and beverage concessions for any event on CCFEC property. If the client would like to have concessions available for their event, please inform the Event Services Director at the time of booking so arrangements can be made. This will be done at no charge to the client.

No show producers/promoters, exhibitors or event attendees are permitted to bring outside food or beverage into the Clay County Regional Events Center for public or personal consumption unless specifically permitted in writing.

Vendors may not do sampling of food and beverage, including alcoholic beverages, unless prior permission has been given in advance and in writing by the CCFEC. If CCFEC grants written permission in either instance, the client shall be responsible for adherence to applicable Iowa Department of Public Health food handling and safety regulations and compliance with the State of Iowa Alcoholic Beverage Division.

Coke is the official soft drink sponsor of the Clay County Regional Events Center. Accordingly, only Coke products (including water, soda, and sports drinks) can be and will be sold in the Clay County Regional Events Center.

CREDENTIALS / IDENTIFICATION

Clients are responsible for determining what, if any, identification is required to enter premises during the agreement period. All CCFEC staff are required to wear an employee identification badge while working.

CURFEW

All events held on CCFEC property must conclude by 12:00 midnight and be vacated by 1:00am. Any requests to go past the curfew time must be pre-approved by the CCFEC and may result in additional fees.

DAMAGE TO PROPERTY

Damage to CCFEC property or equipment by a client or its agents, staff, exhibitors, contractors or guests shall be the responsibility of the client.

DECORATING

Any client is welcome to contract with any company to provide decorating services. While the CCFEC does not have an exclusive contract with a decorating services company for non-Fair events, the CCFEC staff can provide a list of preferred vendors.

DELIVERIES

The CCFEC does not accept advance freight shipments for clients, unless notified beforehand. Freight must be consigned to the client, or delivered directly to the client during the agreement period.

Mail received on-site should be addressed to the appropriate event. Mail will be held until the first day of the agreement period, at which time it will be delivered to the client.

DEPOSITS

Each agreement will have a deposit that is required upon execution of the agreement. The deposit set forth is non-negotiable and must be in the form requested.

For any social events (weddings, graduations, reunions, etc.), a valid credit card is required to have on file for the duration of the event. If final payment is not received by 30 days after the event, the credit card on file will be used for payment.

DESIGNATED DRIVER PROGRAM

Please contact No Risk Rides (712)-240-4275.

DOORS OPEN

CCFEC Event Services staff will work with clients to ensure the rented facilities are ready for the public. Show promoters and CCFEC staff will work together to call for open doors and will do so only when the rented facilities are ready.

EJECTIONS

Disruptive guests and/or guest-related problems should be reported to CCFEC staff. Any guest who fails to adhere to CCFEC policies or local, state, and federal laws is subject to ejection. A guest who is creating a nuisance shall be warned to correct his/her behavior. Recurring disorderly conduct shall be cause for ejection. Once ejected, the guest may not re-enter CCFEC property, even with a valid admission ticket. Subsequent entry shall subject the guest to possible arrest for trespass.

ELECTRIC / PHONE / INTERNET / WI-FI

CCFEC has exclusive control of internet, wi-fi, phone, and electrical services with properly bonded, licensed and insured contractor(s). These contractors must be used for any or all internet, wi-fi, phone, and electrical needs.

No client or its staff, agents and subcontractors shall install wireless or hard-wired internet service or interfere with phone wiring on or about CCFEC property. Also, no client or its staff, agents and subcontractors shall install wiring or do any nature of electrical work on or about CCFEC property.

EVENT MANAGER (EM)

Each event held on CCFEC property will be assigned a CCFEC staff member who will serve as Event Manager (EM). The EM will be responsible for the event and will answer any questions, concerns, or issues raised by the client.

The EM will be onsite to assist with any event located in the Clay County Regional Events Center, unless otherwise stated. For assistance, please stop in the CCFEC Administrative Offices.

For all other buildings or event spaces on CCFEC property, the EM contact information will be made available to the client when keys are picked up from the CCFEC Administrative Offices.

FIGHTS / DISTURBANCES

When you observe a guest or group of guests who are becoming loud or troublesome, notify CCFEC staff before a major disturbance develops. Should a fight break out, help keep the area clear of other guests and attempt to notify you observe a guest or group of guests who are becoming loud or troublesome, notify CCFEC staff. Make every effort to avoid any physical confrontation.

FIRST AID

Emergency Medical Services (EMS), consisting of a minimum of one ambulance and crew, will be onsite whenever public events warrant the need on CCFEC property. The EMS crew will not be dedicated to a single event, but will cover all events occurring at that time.

Any event requiring a dedicated EMS crew, either at the client's request or by CCFEC requirement, will be billed accordingly for this service.

Should a guest need medical assistance during an event, the following procedures are to be followed:

- 1) Do not move the person, but stay with them.
- 2) Alert 911, giving the exact location of the person needing assistance.
- 3) Until help arrives, stay with the injured person and keep space around the injured person.
- 4) CCFEC staff will complete an incident or accident/injury report.
- 5) Do not discuss the incident/accident or its causes with anyone but CCFEC staff.

FLOOR PLANS

Detailed floor plans are required for all trade shows held at the CCFEC. CCFEC staff will work with the show promoter (client) to ensure floor plans meet CCFEC approval. Finalized floor plans are due two weeks prior to the event. Fees will be charged if major changes to the floor plan are made after that time.

GIVEAWAYS / PROMOTIONS / SAMPLING

CCFEC management and clients collectively establish procedures for giveaways. Event staff is prohibited from obtaining giveaway items unless they are attending the event as a ticketed guest. Promotions and giveaways must be pre-approved by the CCFEC Event Services Director.

GOLF CARTS

With the exception of the Fair, golf carts are permitted for use on CCFEC property during events, but only when permission is granted in writing. All drivers must have a valid operator's driver license along with proof of insurance for the golf cart. Golf carts are not allowed in buildings during show/event hours.

GRATUITIES

CCFEC employees are paid for their work and expect no additional remuneration. Please do not offer tips, gifts, or other gratuities.

HVAC

Should show promoters need to make any adjustments to the temperature in the Clay County Regional Events Center, please contact the CCFEC staff assigned to the event.

INCIDENT REPORTS

CCFEC staff must document any incident that involves a client, guest, or staff member on the appropriate incident report form. The form is self-explanatory (who, what, where, when, etc.) and accurate completion of this report is imperative. It is mandatory to notify CCFEC staff of any incident.

INSPECTION

The client knows and understands that any government inspector or any other duly qualified law enforcement officer of federal, state and local governments may, at no cost, enter, inspect, and search the buildings and grounds at the CCFEC without a warrant or other process to determine compliance with applicable regulations, ordinances, and laws.

INSURANCE

Each client is required to provide a Certificate of Liability Insurance covering the event (including move-in, rehearsals, and move-out. The limits of the policy are to be in an amount no less than \$1,000,000 per occurrence.

Two weeks prior to the event, the client must provide the CCFEC with a certificate of coverage naming the **Clay County Fair Association, Inc.** as an "Additional Insured." If such a certificate is not provided, the event will be cancelled.

A policy that will satisfy this requirement may be purchased through the CCFEC. For details please contact the Event Services Director.

INTOXICATED GUESTS

Noticeable intoxicated individuals should not be allowed to enter the building/grounds for any event. If you receive a complaint from another guest, or if it appears obvious to you that a guest is intoxicated and/or disorderly, you should contact CCFEC staff immediately. Intoxicated guests are subject to ejection from the event and/or legal action.

KEYS

Keys will not be distributed for events in the Clay County Regional Events Center. CCFEC staff will insure that the building is unlocked and locked each day.

For clients utilizing all other buildings or event spaces on CCFEC property, the client shall report to the Fair Administrative Offices on the first move-in day or his or her event to receive keys for the rented buildings or event spaces.

If all keys are not returned at the time the client vacates the premises on the contracted move-out date, a **\$100** per key charge will be added to the bill.

LOST AND FOUND

CCFEC staff is not responsible for lost and/or stolen items. At the conclusion of the event, the client should turn over all lost and found items to CCFEC staff.

LOST CHILDREN / PERSONS

In the event of a lost child or person, CCFEC staff and/or event staff should contact local law enforcement immediately.

MARKETING/MEDIA RELATIONS

The CCFEC has in-house marketing and media relations services that can assist clients in a comprehensive advertising campaign at competitive rates. The CCFEC offers the following free services:

- 1) Listing on our website: www.claycountyfair.com
- 2) One social media marketing post, including show information
- 3) Assistance with media relations
- 4) Day of event marquee advertising
- 5) Day of event social media marketing for cancellations or changes to the event

Additional paid support is available as well, including on-site graphic art staff and additional social media posts.

See “Advertising” section for regulations on event advertising.

MERCHANDISE SALES

Selling or dispensing merchandise during public concert events such as printed materials, books, records, tapes, flowers, novelties, souvenirs, clothing, etc., by a client or its agents will be subject to a fee to be negotiated during the contracting phase. After the contract is issued, requests to sell or dispense merchandise must be submitted in writing to the CCFEC Event Services Director prior to the first contracted date.

NON-COMPETE CLAUSE

CCFEC attempts to not 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 are subject to CCFEC management review.

OCCUPANCY

The client shall assume responsibility for compliance with the occupancy rate for the premises as established by the State Fire Marshal’s office and as posted in the premises. Occupancy is subject to change based on venue set up.

OSHA

Compliance with the Occupational Safety Health Act is the responsibility of the client. Client’s service contractors must also be in compliance. See the “Inspection” section for more information.

OVERNIGHT STAYS

Overnight stays in buildings and event spaces on CCFEC property (not in designated camping areas) must be reported to and approved in advance by the CCFEC Event Services Director.

PACKAGE / BAG INSPECTION

The Clay County Fair reserves the right to search all bags, backpacks, coolers, purses, containers, etc., upon entry to CCFEC property and upon request while on CCFEC property. Failure to comply will result in denied entry or expulsion.

For each event, the inspection procedures are typically coordinated at the discretion of the client.

PAGING

The paging of guests is not available during all CCFEC events. Paging during individual events is at the discretion of the client.

PANHANDLING / SOLICITING

Panhandling is not allowed on CCFEC property. If you witness any type of soliciting or panhandling, please notify CCFEC staff.

PARKING

The CCFEC has several parking lots, including preferred parking and parking for persons with disabilities (with valid placard and/or license plate.) Parking adjacent to venues is not guaranteed due to multiple events typically occurring at the same time.

The CCFEC can also accommodate limousine and bus parking.

No solicitation activities are allowed in the parking lot including, but not limited to, sale of merchandise, tickets, non-event signage and distribution of flyers.

For information pertaining to truck and trailer parking, see "Trucks and Trailers" section.

For information pertaining to towing, see "Towing" section.

PERMITS

Clients are responsible for obtaining the appropriate permit(s) for the event. CCFEC staff can provide guidance on what permit(s) will be needed and requires that a copy of the permit(s) be submitted to the CCFEC and on-file before the first contracted move-in date. If permits are not on file, the client may be prohibited from entering space until permits are received.

PORTERS

The CCFEC does not offer a Porter Program. If additional staff is needed by clients or their exhibitors for move-in and move-out, the client must hire staff and ID them for these roles.

SHOW ADVANCE

When appropriate, CCFEC staff will schedule an advance meeting with the client, appropriate CCFEC staff, and all contractors. This will be a time for introductions, overview of the event arrangements, review of event documents, and any last minute changes in final preparation for the event.

PROHIBITED USE ITEMS

Damage to CCFEC property or equipment by a client or its agents, staff, exhibitors, contractors or guests shall be the responsibility of the client. Any repair expenses incurred by the CCFEC will be billed back to the client.

The following items are prohibited from being inserted or placed on any CCFEC venue ceiling, door, floor, post, tree, wall, or perimeter fencing. CCFEC staff will remove these items and expenses for removal and venue repair will be charged back to the show promoter. The items are tape; stickers; nails; staples; hooks; screws; helium or Mylar balloons; permanent markings such as paint and ink; sale bills/flyers; spray adhesive/glue; noisemakers; or other objects identified deemed unacceptable by CCFEC staff.

The following vehicles and equipment is prohibited: metal track-hype or metal wheel equipment is not allowed inside any CCFEC buildings; and loading equipment (i.e., front-end loaders or backhoes) with teeth in loading buckets.

No alcoholic beverage may be brought onto CCFEC property, and all alcoholic beverages must be purchased through the CCFEC on-site catering/concessionaires.

Client does not have access to the roof of the venues for any purpose, unless the CCFEC Event Services Director states an exception in writing. A violation of this provision shall result in a charge of \$500.00 and may result in termination of the agreement.

Digging, trenching, and excavation or tenting must be approved in writing by Event Services Director.

PROTESTING

The CCFEC reserves the right to regulate all activities on its property with regard to time, place, and manner in pursuance of its valid interest in maintaining peace and order and providing for the protection of those in attendance. Expressly prohibited is excessively amplified sound, unauthorized posting of bills and signs, obstruction of pedestrian or vehicular traffic, and vending or soliciting from other than the contracted space.

PROJECTILES

The throwing of any items inside any building will not be tolerated. If you observe such actions, notify CCFEC staff immediately. Offenders will be warned and are then subject to ejection.

RIGGING

All rigging plots indicating location, weight loads per point, and qualification of riggers must be submitted to the CCFEC Event Services Director at least 21 days prior to the first show day for approval. To ensure all building and engineering requirements are met, rigging plans submitted inside the 21-day cut-off may be subject to additional fees.

RIGHT OF REFUSAL

If a date that a prospective client is seeking is already on hold, the CCFEC will notify the first client of such challenge when sending their contract. During this process the prospective client will be considered a second hold. The first-hold client will be given the opportunity to secure the date by contracting within 14 days of notification unless otherwise approved. If the first hold promoter does not choose to enter into a contract, the first hold will be cancelled.

SAFETY

The client shall carry out its obligations under the user agreement related to safety procedures, guidelines and legal code. The CCFEC has final and complete authority on any issues relating to safety, including but not limited to whether to cancel, delay, postpone, or modify the work for reasons of safety. Any cancellation, delay, modification, or postponement of the event by the CCFEC for reasons of safety shall not be a breach of the agreement by the Clay County Fair Association, Inc. The client 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 CCFEC while on CCFEC property relating to the event.

SAMPLING

It is understood that vendors may not do sampling unless prior permission has been given in writing from the CCFEC. Certain authorizations may require a buyout. Under any circumstances, all food handling and safety regulations must adhere to state and local regulations. Food sampling can be no larger than a 3 oz. portion.

SECURITY

The client is responsible for their own security if desired.

Individual shows may determine their security needs, but CCFEC reserves the right to require security minimums based on the nature of the event. CCFEC has contracts with security providers and can assist with scheduling based on event needs. Costs for security will be passed on to the client.

SETTLEMENT

At the conclusion of the event, an invoice will be prepared and emailed to the client. All expenses from the event are required to be settled within 30 days. Any questions regarding an event invoice should be directed to CCFEC staff.

SIGN LANGUAGE INTERPRETERS

Securing and providing interpreters is the responsibility of the show promoter.

SMOKING

Smoking of all types, including e-cigarettes, is prohibited in all enclosed buildings and entertainment areas located on the CCFEC in accordance with Iowa Code 142D.

SOLICITATION

Any solicitation, distribution of literature, and sales of whatever nature must take place from within the confines of the contracted space. Solicitation for signatures on petitions is also prohibited.

TAXES & LICENSES

Clients are responsible for paying the appropriate taxes and obtaining the appropriate license(s) for the event.

TENTS & CANOPIES

All tents and canopies must be approved by the Event Services Director.

TICKET INFORMATION

The CCFEC operates a ticket office inside the lobby of the Clay County Regional Events Center. Ticket sales for individual events will be handled directly by the client.

Admission to events at the CCFEC may or may not require a ticket. For those events requiring ticket for entry, the client will determine price structure, if any, as it relates to various age groups.

Methods of Payment, refunds, and exchanges will be determined by the client.

Reselling of any event admission tickets on the premises is strictly prohibited.

TOWING

Any vehicle that is improperly parked on the property is subject to being towed at the owner's expense. This includes, but it 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

TRUCKS & TRAILERS

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. Please contact the Event Services Director for instructions on where to park after load-in.

No trucks with more than a 2.5 ton rating will be permitted inside the buildings at the Clay County Fairgrounds.

WEATHER

If inclement weather is forecast, CCFEC staff will instruct the client on where to seek shelter.