
**Rules of
Department of Agriculture
Division 50—Fairs
Chapter 3—Concessions at State Fair**

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**Title 2—DEPARTMENT OF
AGRICULTURE
Division 50—Fairs
Chapter 3—Concessions at State Fair**

2 CSR 50-3.010 General

Emergency rule filed March 27, 1980, effective April 8, 1980, expired Aug. 6, 1980.

2 CSR 50-3.020 Concession Contracts

PURPOSE: This rule lists contractual rights and obligations of the Missouri State Fair with those using rental space.

(1) The Missouri State Fair leases booth and building space on a first-come, first-served basis, subject to the following limitations:

(A) Lessees must agree to comply with all requirements of the rental space contract made with the Missouri State Fair;

(B) Subject to subsection (1)(C), lessees who fully comply with the rental space contract may request to renew the contracts the following year. Concessionaires who wish to renew the contracts for the next year must return the renewal notices within the specified time period indicated on the notice. Failure to return the renewal form within the specified time will cause forfeiture of the use of the booth or area; and

(C) The Missouri State Fair reserves the right to refuse to renew any rental space contract when this action is necessary to encourage the development of agricultural, horticultural, mechanical, mineral, stock raising or other industrial interests of Missouri or to encourage diversity of products sold by concessions.

(2) Anyone owning or renting any booth or building on the fairgrounds must properly maintain the booth or building. All units and displays must meet the Missouri State Fair Concessions Department aesthetic requirements for cleanliness, conduct, quality of structure and display, regulations, deadlines, health and safety standards. These guidelines must be followed or renewal privileges will be cancelled.

(3) Requests for changes in location or additional space must be submitted in writing on renewal forms. Only written requests are considered.

(4) Transfers of rental space upon sale of a business, subleases or other disposition of space must be approved by the Missouri State Fair. Those wishing to transfer rights and privileges with respect to rental space must

notify the concessions office. Approval of transfers is based on the transferee's experience, financial stability, length of time on the waiting list and the interests of the fair.

(5) The fair shall not be liable for injury to persons or property on Missouri State Fair premises. Concessionaires must obtain insurance to include:

(A) Workers' Compensation insurance for all employees at the fair; and

(B) Three hundred thousand dollars (\$300,000) of public liability and property damage insurance in general liability form as specified by the concessions office.

(6) The logo of the Missouri State Fair is a registered trademark and any use of the graphics portion of the logo is forbidden without the written consent of the state fair. Unauthorized use will result in removal of items from sale and forfeiture of renewal rights.

(7) Sound levels are monitored for concessions which use sound amplification devices. If sound becomes offensive to neighboring concessions or the public, a warning will be issued. If after two (2) warnings sound levels continue to be offensive, the concession will be closed.

(8) Other details of the rental space contract are available by writing to: Missouri State Fair, P.O. Box 111, Sedalia, MO 65302.

AUTHORITY: Chapter 262 and section 262.270, RSMo Supp. 1987. Emergency rule filed March 27, 1980, effective April 8, 1980, expired Aug. 6, 1980. Original rule filed April 2, 1992, effective Jan. 15, 1993.*

**Original authority 262.010, RSMo 1939; 262.020, RSMo 1939, amended 1949; 262.030-262.250, RSMo 1939; 262.260, RSMo 1939, amended 1947, 1967, 1977, 1983, 1986; 262.262, RSMo 1979; 262.265, RSMo 1986; 262.270, RSMo 1939, amended 1949, 1967, 1986, 1987; 262.280, RSMo 1939; 262.290, RSMo 1939, amended 1988, 1990; 262.300-262.350, RSMo 1939; 262.360, RSMo 1939; 262.370-262.440, RSMo 1939; 262.450, RSMo 1939, amended 1947; 262.460, RSMo 1939, amended 1947, 1957, 1963, 1973, 1980; 262.465-262.470, RSMo 1973; 262.480-262.490, RSMo 1939, amended 1947; 262.500, RSMo 1939, amended 1943, 1955; 262.510, RSMo 1939, amended 1955; 262.520-262.530, RSMo 1939; 262.550-262.620, RSMo 1961; 262.630-262.660, RSMo 1939.*



MISSOURI DEPARTMENT OF REVENUE
APPLICATION FOR TEMPORARY SALES TAX LICENSE
MISSOURI STATE FAIR

TAXPAYER REGISTRATION IS REQUIRED TO ALL PERSONS SELLING OR DISPLAYING TANGIBLE PERSONAL PROPERTY OR OPERATING A PLACE OF AMUSEMENT OR ENTERTAINMENT AT THE MISSOURI STATE FAIR. THIS APPLICATION MUST BE COMPLETED IN FULL.

YOUR TEMPORARY LICENSE MUST BE PICKED UP AT THE CONCESSIONS MANAGERS OFFICE ON ARRIVAL AT THE FAIR GROUNDS. PLEASE PRINT OR TYPE

1. OWNER'S NAME	2. BUSINESS NAME
3. HOME STREET ADDRESS	CITY, STATE, ZIP CODE
4. DO YOU CURRENTLY HAVE A MISSOURI RETAIL SALES LICENSE? <input type="checkbox"/> YES <input type="checkbox"/> NO	SALES TAX I.D. NUMBER
5. WILL YOU MAKE RETAIL SALES? <input type="checkbox"/> YES <input type="checkbox"/> NO	
IF YES, DESCRIBE PRODUCT(S) TO BE SOLD:	
IF NO, DESCRIBE NATURE OF YOUR ACTIVITY AT THE FAIR:	
6. WILL YOU HAVE MORE THAN ONE LOCATION? <input type="checkbox"/> YES <input type="checkbox"/> NO	IF YES, HOW MANY?

SIGNATURE	DATE
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FOR DEPARTMENT USE ONLY
LOCATION

MO 860-0046 (11-90) **DISTRIBUTION: WHITE-DEPARTMENT OF AGRICULTURE YELLOW-DELINQUENT TAXES BUREAU (REVENUE) PINK-TAXPAYER**



STATE OF MISSOURI
DEPARTMENT OF AGRICULTURE
STATE FAIR CONCESSION CONTRACT

THIS CONTRACT IS MADE AND ENTERED INTO BY AND BETWEEN THE DEPARTMENT OF AGRICULTURE THROUGH THE DIVISION OF FAIRS, HEREINAFTER REFERRED TO AS LESSOR AND		DATE	
NAME (HEREINAFTER REFERRED TO AS LESSEE)		TELEPHONE	
STREET	CITY	STATE	ZIP CODE
1. THE LESSOR CONTRACTS UNTO THE SAID LESSEE THE FOLLOWING DESCRIBED SPACE:			
2. FOR THE SOLE PURPOSE OF DISPLAYING OR SELLING OF DESCRIBED PRODUCT(S)			
3. NUMBER OF DAYS	BEGINNING DATE	ENDING DATE	
4. RENTAL FEE	TO BE PAID AS FOLLOWS		
AMOUNT RECEIVED		RECEIPT NUMBER	
ALL CHECKS ARE TO BE PAYABLE TO THE MISSOURI STATE FAIR AND ALL PAYMENTS ARE TO BE MADE TO THE MISSOURI STATE FAIR, P.O. BOX 111, SEDALIA, MISSOURI 65301. ABSOLUTELY NO REFUNDS WILL BE MADE.			
IT IS FURTHER AGREED BETWEEN THE PARTIES THAT ALL PROVISIONS OF THIS CONTRACT ARE BINDING UPON THE PARTIES. IN ADDITION ALL APPLICABLE REQUIREMENTS SET OUT IN THE STATE FAIR EXHIBITOR GUIDE, A COPY OF WHICH HAS BEEN PROVIDED THE LESSEE, ARE HEREBY INCORPORATED INTO THIS AGREEMENT AND BINDING UPON THE PARTIES.			
DIRECTOR OR AGENT OF DIRECTOR		CONCESSIONAIRE OR AGENT OF CONCESSIONAIRE	

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PROVISIONS

The following provisions are a part of this contract and as such, are binding on both parties. Both parties agree and the MISSOURI STATE DEPARTMENT OF AGRICULTURE reserves the sole and absolute right to construe provisions to determine all matters and differences in regard thereto.

IT IS FURTHER AGREED THAT:

1. Lessee shall sell, handle, serve, display, and exhibit only such articles of merchandise as specified herein, and only from and upon the space assigned. Lessee will not assign, sublet or otherwise dispose of the space or obligations contracted for herein, or any portion thereof.

2. Lessee will conduct business in a quiet and orderly manner, keep the premises neat and clean, deposit all refuse in garbage receptacles provided by the Sanitation Department, and Lessee will keep the grounds in front and rear of its' concession free of rubbish and litter.

3. Lessee operating food and drink concessions shall provide signs enumerating prices to customers for all food and drink items. Such signs will be prominently displayed and letter sufficiently plain to be easily read and understood. Lessee further agrees to purchase all supplies used or sold in said concessions from only those purveyors to whom wholesale privileges have been granted by Lessor.

4. Lessee hereby executes and grants to Lessor a lien covering the stand, equipment, and stock of Lessee, whether exempted or not, to be claimed peacefully and without process of law, to satisfy any default in payment of fees or damages done to property of Lessor. All buildings, stands, or other enclosures occupied or erected by Lessee must conform in design and construction to requirements of Lessor. Lessor reserves the right, at all times, through its' authorized representatives to enter upon the premises of Lessee for inspection and examination.

5. Lessee shall deal honorably and fairly with the public and practice NO FRAUD or MISREPRESENTATION. Lessee will have no game of chance or gambling device connected with his business, and will not conduct on space hereby leased, any stand, show, amusement or exhibition of any character that does not meet with the approval of the Lessor.

6. Lessee will not sell intoxicants in any form. When beer licenses are issued, it is understood that they are for beer containing no more than 3.2% alcohol by volume, defined by law as non-intoxicating.

7. Lessee shall abide by the MISSOURI Sales Tax Law by collecting and paying a tax at the prescribed rate on gross receipts from all sales of merchandise, and from sales of admission tickets, charges or fees. A daily report and payment shall be made to the authorized representatives of the MISSOURI State Department of Revenue located in the Administration Building on the Fairgrounds.

8. All Concessions and exhibits shall be installed, functional and ready for inspection by Concession's personnel no later than 8 p.m. on the day before the official Fair opening day. ALL concession stands, booth, and displays must remain intact and operational during the Fair and up to the time and date the Fair officially closes, except as otherwise designated by the Concessions department. Any exhibitor or concessionaire closing his operation or "tearing down" prior to the official Fair closing time and date, without approval, will not be invited to return for the next year and may be liable in damages for breach of contract.

9. Lessor will assume no liability for injury to property or person, death of any person or persons on or about the premises. Lessor will not be responsible for any damage to exhibits, merchandise, or concessions caused by theft, wind, hail, fire, water, or any cause whatsoever. Lessee hereby agrees to defend at its' own expense, indemnify and save harmless the Lessor from any and all liabilities, penalties, damages, costs, expenses, causes of action and claims of every kind arising from illness, death, bodily injury or property damage to any person whomsoever, occasioned by or growing out of or in anyway connected with the occupation or use of the leased premises or activities associated therewith.

10. In case of unexpected contingencies of grave consequence including natural disaster, war, economic conditions, energy shortage, or any other causes deemed sufficient by the Administration, the MISSOURI STATE DEPARTMENT OF AGRICULTURE may cancel or change dates without ensuing recourse from Lessee. However, any deposits made with Lessor pursuant to this contract will be returned to Lessee in such event.

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11. Lessor reserves the right to cancel this contract without previous notice, to stop any show or exhibition, or the sale of any article of food or drink being conducted or sold by Lessee or for any reason that in their judgement may be detrimental to the MISSOURI STATE FAIR and not in the best interest of the public at large, or for any violation of the statutes of the State of MISSOURI.

12. NO PASSES will be issued to the Lessee or any of his employees, and all persons connected with the operation of this privilege shall pay the regular price of admission. Also, Lessee accepts as part of this contract and agrees to abide by all applicable rules and regulations of the Missouri State Fair, and Lessee hereby acknowledges receipt of a copy of the said Fair rules and regulations.

13. Lessor reserves the right to approve and control prices charged by purveyors to concessionaires, and the right to approve and control prices charged by concessionaires to the Fair patrons.

14. The original copy of this contract must be properly signed by the exhibitor or concessionaires and returned, along with the required deposit if specified on contract, to the Lessor within fifteen (15) days from the date of signature by the Lessor, otherwise this contract may be declared null and void by the Lessor.

15. Lessor reserves the right to control the use of sound devices. Any public address or amplifying system must have approval before use.

16. The Lessee shall, no later than one week prior to the scheduled opening date of the Missouri State Fair, obtain at Lessee's own expense and submit to the Director of the Missouri State Fair for his approval, one or more policies of insurance which will afford protection coverage for the duration of the Missouri State Fair (including set-up before and tear-down after the Fair) in accordance with the requirements set forth below:

A. Workers' compensation insurance — If required by state law, Lessee shall provide workers' compensation insurance for his employees at the Missouri State Fair. Workers' compensation insurance shall comply in all respects with the requirements of Chapter 287, Revised Statutes of Missouri, "The Workers' Compensation Law." Lessee's employees shall, under no circumstances, be deemed to be employees of the State of Missouri, the Missouri Department of Agriculture, or the Missouri State Fair.

B. Public liability and property damage insurance — Lessee shall obtain public liability and property damage insurance in comprehensive general liability form as shall protect Lessee, the State of Missouri, the Missouri Department of Agriculture, and their elected and appointed officers, agents, and employees, from claims for personal injury, including wrongful death, and from claims for property damage, which may arise from the existence, construction, operation, removal, or products of Lessee's concession. Comprehensive general liability coverage shall include products liability insurance coverage on all food stuffs, beverages, and merchandise sold. The amount of insurance shall not be less than the following sums: Bodily injury - each person, \$300,000; each accident, \$300,000; property damage - each accident, \$300,000; aggregate, \$300,000.

17. Lessor reserves the right to assess reasonable costs or charges against Lessee, should Lessee breach any term of this contract or damage Lessor's premises to Lessor's detriment. Should any party breach this contract in any respect, the other party may institute a suit in a Missouri state court of appropriate venue seeking specific performance or compensatory damages to remedy this breach, but no party shall be entitled to recover punitive or exemplary damages or attorney's fees incident to such a lawsuit.

18. Lessee hereby authorizes and requests the Manager, Sales/Use Tax Bureau, Department of Revenue, State of Missouri, to release the confidential tax records pertaining to the annual Fair. Release shall be to the Director of the MISSOURI STATE FAIR.

2 CSR 50-3.030 Concession Advertising

Emergency rule filed March 27, 1980, effective April 8, 1980, expired Aug. 6, 1980.

2 CSR 50-3.040 Concession Security

Emergency rule filed March 27, 1980, effective April 8, 1980, expired Aug. 6, 1980.

2 CSR 50-3.050 Wholesale Purveyors

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