DAKOTA COUNTY FAIR COMMERCIAL SPACE LICENSE TERMS AND CONDITIONS

These Dakota County Commercial Space License Terms and Conditions ("Terms and Conditions"), together with the Dakota County Fair Commercial Space Fee Schedule and Hours of Operation ("Schedule") and the Dakota County Fair Commercial Space License (Renewal) Application ("Application") are incorporated in and made part of the Commercial Space License Agreement entered into between the Exhibitor and the Fair Organizer. Those documents collectively constitute the agreement between the Fair Organizer and the Exhibitor regarding the Exhibitor's occupation and use of the assigned Exhibitor Space at the upcoming Dakota County Fair ("Agreement").

- **1. Definitions.** The following terms shall, for the purposes of the Agreement, have the meaning given them in this section.
 - a. <u>Application</u> "Application" means the Dakota County Fair Commercial Space License (Renewal) Application submitted by the Exhibitor.
 - b. <u>Exhibitor</u> "Exhibitor" means the individual, company, or partnership who has entered into a Commercial Space License Agreement with the Fair Organizer to occupy the Exhibitor Space for the purpose of participating in the Fair.
 - c. <u>Exhibitor Space</u> "Exhibitor Space" means the particular area within the Fairgrounds which an Exhibitor has been assigned and granted a license to display an exhibit.
 - d. <u>Fair</u> "Fair" means the annual fair festival sponsored by the Dakota County Agricultural Society, Inc.
 - e. <u>Fair Organizer</u> "Fair Organizer" means the Dakota County Agricultural Society, Inc. The term includes the board members, officers, staff, agents, and contractors of the Dakota County Agricultural Society, Inc. with respect to carrying out the functions and duties of the Fair Organizer under the Agreement.
 - f. <u>Fairgrounds</u> "Fairgrounds" means all grounds of the Dakota County Agricultural Society, Inc. including its properties, buildings, and wetlands.
 - g. <u>Schedule</u> "Schedule" means the Dakota County Fair Commercial Space Fee Schedule and Hours of Operation.
 - h. <u>Terms and Conditions</u> "Terms and Conditions" means this document, the Dakota County Fair Commercial Space License Terms and Conditions.
- 2. Interpretation. This Agreement applies to, and shall only be interpreted as applying to, the upcoming Fair. All dates referenced in this Agreement relate only to the year of the upcoming Fair. The Exhibitor is required to comply with all the terms and conditions of this Agreement regardless whether they refer to an Exhibitor specifically or to Exhibitors generally. The Fair Organizer has the right to interpret and apply the terms of this Agreement consistent with the reasonable exercise of its discretion.

- 3. **Dates of the Fair.** The dates and times of the Fair are set out in the Schedule, which is incorporated in and made part of this Agreement.
- 4. **Exhibitor Space.** No exhibitor shall exhibit, offer for sale, or engage in other commercial activities on the Fairgrounds without first executing and agreeing to the Fair Organizer's Commercial Space License Agreement documents. All activities carried out by an Exhibitor must be confined to the particular Exhibitor Space assigned by the Fair Organizer and must comply with the Agreement.
- 5. Size of Space. The size of the Exhibitor Space licensed to each Exhibitor shall be identified in the Application, and it shall be based on the Fair Organizer's audit conducted during last year's Fair. If the Exhibitor requires additional space beyond what was stated on the Application, the Exhibitor shall be charged an additional fee of thirty dollars (\$30) per each additional square foot needed. The Fair Organizer, it its sole discretion, may also require the Exhibitor to relocate to another space to better accommodate the exhibit. Spaces for Exhibitors who did not participate in the last Fair shall be determined by the Fair Organizer. Additionally, if after the present year's audit, it is determined that an Exhibitor's exhibit size is smaller than the dimensions listed on the application, that Exhibitor shall be given a prorated refund within 90 days of the close of the Fair. The Fair Organizer shall determine if a refund is warranted and, if so, the amount.

6. Fees/Deposits/Payments.

- a. <u>Payment Deadline</u>. No Exhibitor shall be allowed to set up unless all required fees as identified in the Application have been paid in full by the deadline established by the Fair Organizer.
- b. <u>Fees</u>. Fees for licensing the Exhibitor Space are set out in the Schedule. The Exhibitor agrees to pay all applicable fees to the Fair Organizer in accordance with this Agreement.
- c. <u>Indoor Vendor Deposit.</u> Refundable as long as the Exhibitor is compliant with all hours of operation and dismantling times set out in the schedule.
- d. <u>Returned Checks</u>. If a check that was used to pay any portion of the fees is returned for insufficient funds, an additional fee of Thirty Dollars (\$30) will be assessed against the Exhibitor's account. If the check is returned before the date for final payment as established by the Fair Organizer, the Exhibitor must pay the account in full, plus the additional fee, by that date. If the check is returned after the date for final payment, the Exhibitor shall have ten (10) days to pay the account in full, plus the additional fee. Failure by the Exhibitor to meet these deadlines shall result in cancellation of the Agreement by the Fair Organizer with no refund.
- e. <u>Undeliverable Agreements</u>. If a Commercial Space License Agreement sent by the Fair Organizer to an Exhibitor is returned as "undeliverable", the Agreement is terminated and the Exhibitor forfeits its assigned Exhibitor Space and any fees paid. The Fair Organizer may agree in its sole discretion to issue the Exhibitor a new license if the Exhibitor pays all fees and delivers the executed Agreement to the Fair Organizer in time to meet all applicable deadlines.

- f. <u>Refunds</u>. Except as otherwise expressly provided in this Agreement, or upon separate written agreement with the Fair Organizer, NO refunds of fees will be made.
- g. <u>Cancellations</u>. An Exhibitor may cancel this Agreement prior to July 1st. Refunds are subject to approval.

7. Permitted Uses & Times of Use.

- a. <u>Hours of Operation</u>. The official dates and times for the Fair, exhibit times, and set up and removal times are set out in the Schedule.
- b. <u>Staffed Hours</u>. Exhibitors must ensure that they are open and staffed during the exhibit times. No change may be made in established times by an Exhibitor without prior express written authorization of the Fair Organizer.
- c. <u>Products Displayed</u>. No products other than those listed and approved on the Application may be displayed or sold by the Exhibitor on the Fairgrounds. The Fair Organizer also reserves the right to deny approval of any item proposed in the Application to be displayed or sold. No items prohibited by the terms of this Agreement may be displayed or sold. All approved products listed on the Application must be displayed and sold, except for any items that the Exhibitor has sold out of. The Fair Organizer reserves the right to find that an item is objectionable and, upon written notice to the Exhibitor, that the item may not be displayed or sold.

8. Care of Exhibits and Exhibit Dimensions.

- a. <u>Exhibit Area</u>. Exhibitors shall limit their exhibits to the particular Exhibitor Space assigned to them by the Fair Organizer.
- b. <u>Indoor Exhibit Dimensions</u>. The maximum height of any indoor exhibit display is eight (8) feet from the floor, and the maximum size of an indoor exhibit display may not exceed three (3) feet from the floor for a distance of three (3) feet from the front of the Exhibitor Space without express written permission from the Fair Organizer. The sides and backs of an indoor exhibit must not encroach upon the adjoining exhibits. No Exhibitor may expand its assigned Exhibitor Space beyond the dimensions listed on the Application, nor may an Exhibitor place exhibit materials in any public walkway without prior written permission from the Fair Organizer.
- c. <u>Outdoor Exhibit Dimensions</u>. Outside Exhibitor exhibits must not exceed a height that puts the highest point of the stand within twelve (12) feet of an electric power or other overhead line. This includes the use of flags on the roof of the stand. The maximum height of any outside exhibitor/vendor stand must not exceed eighteen (18) feet above the ground at its highest point, including any signage and flags.
- d. <u>Exhibit Appearance</u>. All tables used in booths shall be neatly and cleanly draped on all sides exposed to the public. Boxes shall be stored behind curtains or under tables. All booths must be properly "signed" identifying the booth to the public. Identification signs must be displayed in such a manner that they are visible at all times.
- e. <u>Prohibited Items</u>. No EZ-Ups, canopies, or tarps will be allowed inside of a building. No handwritten signs shall be allowed in booths or vendor stands. Exhibitor may not

put holes in buildings or the ground, dump, spray, or place grease, garbage, water, or liquid of any kind on the ground. All damage must be repaired before leaving the Fairgrounds. If an Exhibitor fails to comply with this paragraph, the Fair Organizer may have the conditions abated and the Exhibitor agrees to be responsible for all associated costs.

- f. <u>Trash Removal</u>. All Exhibitors shall ensure that their Exhibitor Space is free from trash and rubbish. Exhibitors shall also separate all trash and grease and dispose of items appropriately. Special barrels for cooking grease and oil will be placed near the maintenance garage and Exhibitors must ensure that these materials are disposed of properly. No grease or oil is to be dumped into the garbage barrels.
- g. <u>Fire Extinguisher and Cooking</u>. Exhibitors are responsible for providing a fire extinguisher for each Exhibitor Space where cooking is done or open flame is present. Exhibitors are responsible for ensuring the fire extinguisher is of an approved rating for the type of cooking being done and that it has an up-to-date annual inspection card attached. Any Exhibitors proposing to cook or use an open flame within their Exhibitor Space should indicate that fact on the Application, but in all cases shall notify the Fair Organizer of such intent in writing prior to the first day of the Fair.
- h. <u>Pipes, Drapes, and Signs</u>. The Fair Organizer has named CEI Convention Services, Inc., 9697 East River Road, Minneapolis, MN 55433 as the official Fair decorating company. As such, CEI provides drapes for indoor booths and a space identification sign for each commercial exhibit location. The booth pipes and drapes may not be removed without written permission of the Fair Organizer. If any of these items are removed without permission, the Exhibitor shall be required to pay the Fair Organizer One Hundred Dollars (\$100.00) or the actual replacement cost, whichever is greater.
- 9. Advertising and Noise. No one shall be permitted to distribute advertising materials or goods on the grounds except from their Exhibit. The tacking or posting of any advertisements, bills, cards, etc., other than within the space occupied by Exhibitor is strictly prohibited. The Fair Organizer will immediately remove signs or advertising matter of any kind. The Fair Organizer shall have sole discretion as to what items to remove, and all such decisions shall be final. The Fair Organizer reserves the right to regulate the type and location of all signs Exhibitors post for the benefit of patrons. The distribution of handbills, flyers, heralds, etc., will not be permitted unless the Fair Organizer has granted express, written permission. Anyone violating these rules will be subject to expulsion from the Fairgrounds or other action as the Fair Organizer may elect.

10. Exhibit Set Up and Removal.

- a. <u>Check-in</u>. All Exhibitors must check in with the Fair Organizer at the Fair Organizer Administrative Office before setting up. Check in hours are as set out in the Schedule.
- b. <u>Set Up</u>. Express written permission must be given by the Fair Organizer for any Exhibitor to set up within its Exhibitor Space prior to the first day of check in. No Exhibitor shall set up outside of the established hours without prior written permission from the Fair Organizer.

- c. <u>Removal</u>. Dismantling and removal of an exhibit may not begin prior to 7:00 p.m. on the last day of the Fair without prior written approval from the Fair Organizer.
- d. <u>Abandonment</u>. Any items left on the Fairgrounds for more than ten (10) days following the last day of the Fair shall be deemed abandoned and will become the property of the Fair Organizer. Unless otherwise agreed to in writing prior to the Fair, the Fair Organizer may dispose of such items in its discretion and without notice.
- e. <u>Failure to Attend</u>. If any Exhibitor has not occupied its Exhibitor Space by the deadline established in the Schedule, the Exhibitor Space shall be forfeited without refund, unless the Exhibitor has prior written approval from the Fair Organizer for alternative plans.

11. Electrical and Utilities.

- a. <u>Electrical Equipment</u>. All electrical equipment used by Exhibitors must be UL approved and Exhibitor must meet standards of the National Electric Code for Carnivals. Minnesota State Board of Electricity publication entitled "Notice to Exhibitors and Concessionaires Concerning Electrical Wiring Questions" will also apply on the Fairgrounds and a copy is available upon request. All electrical services need a State or Fair Organizer inspection sticker.
- b. Extension Cords. Extension cords shall be of a three-wire grounding type when used in conjunction with a device equipped with a three-prong grounding-type plug. Extension cords may not be multiplied or plugged into one another. The use of power strips is recommended in order to supply power to multiple appliances. The use of extension cords plugged into power strips is allowed and is not considered to be a multiplication of an extension cord. All extension cords must be secured so as to prevent posing any danger to employees or Fair attendees. All cords across walkways within the Exhibitor Space must be taped or secured to prevent from being a trip hazard. A UL approved outlet power strip with a switch 15/amp circuit breaker must be used by indoor Exhibitors when they use any Fair Organizer provided electrical outlet. All of the electrical needs of a Space must go through that outlet power strip. The outlet power strip must be accessible by Exhibitor staff and Fair Organizer staff in order to operate the switch/circuit breaker. No electrical extension cord may cross a public walkway inside a building or outside the grounds without prior written approval of the Fair Organizer and the cord must be covered with approved cord covers.
- c. <u>Inspection</u>. The Fair Organizer reserves the right to inspect, at any time and with or without cause, any Exhibitor Space to ensure compliance with this Agreement and general safety and welfare. The Fair Organizer may appoint electricians who shall be allowed to inspect any exhibit before it is hooked up to the Fairgrounds electrical system. Further, the Fair Organizer inspectors shall be given unfettered access to the Exhibitor Space during the duration of the Fair to conduct inspections. No alterations to the electrical system may be made by an Exhibitor without prior written approval of the Fair Organizer.

12. Parking and Entrance for Exhibitors and Employees

- a. <u>Tickets Required</u>. Tickets and parking passes are required for all persons, including Exhibitors and their employees, to enter the Fairgrounds during times indicated in the Schedule. This Agreement and the related fees do NOT include any admission tickets or parking passes to the Fair.
- Advanced Ticket Sales. Advance sale discount tickets may be purchased by mail or in person at the Fair Organizer's administrative offices in Ahlberg Hall on the Fairgrounds before 12:00 p.m. on the date indicated in the Schedule.
- c. <u>Parking Space</u>. This Agreement does not include access to a parking space. Vehicles may only be parked in designated areas on the Fairgrounds. Parking is on a daily or seasonal basis, and an additional ticket is necessary.
- d. <u>Supply Truck Parking</u>. All commercial space storage vehicles or trailers that will be staying on the Fairgrounds during the Fair shall have a seasonal parking permit and be parked in an area designated by the Fair Organizer. Supply trucks or trailers requiring electrical service must list the quantity and type of services needed on the Application.
- 13. **Exhibitor Employees**. The Exhibitor shall be responsible for all actions of its employees and for ensuring its employees are aware of and comply with the provisions of the Agreement. Each Exhibitor shall also ensure that its employees are appropriately dressed at all times while on the Fairgrounds, and that their personal appearance is clean and neat. Shirts and shoes must be worn at all times, without exception.
- 14. **Prices.** The Fair Organizer does not control the price of any goods sold at the Fair. However, all prices must be posted, and posted prices must include any and all applicable taxes.
- 15. **Security.** The Fair Organizer will provide security personnel to various locations of the Fairgrounds during the Fair. However, these personnel are unable to stand guard for any individual Exhibitor Space. Exhibitors are responsible for securing their own property and nothing in this Agreement shall be interpreted as the Fair Organizer agreeing to provide security for any Exhibitor property.
- 16. Indemnity. Exhibitor hereby agrees, to the fullest extent allowed by law, to indemnify, defend (including attorney fees), and hold Fair Organizer harmless for any debt, liability or judgment incurred for any cause of action, claim or damage, liability, cost or expense to persons or property resulting directly or indirectly from acts, omissions, merchandise sold, presence or operation of said Exhibitor, its agents or employees, on the site of the Dakota County Fair before, before, during or after the Fair. The Fair Organizer assumes no liability for loss or damage to any property to the concessionaire, exhibitor or patron, due to theft, fire, tornado, weather conditions or other causes. Further, the Exhibitor agrees to defend the Fair Organizer for any claims arising from Exhibitor's actions in relation to this Agreement. The signing of this Agreement expressly releases the Fair Organizer from any and all claims for such loss, damages or injuries.

- 17. **Insurance.** All Exhibitors are required to provide proof of commercial general liability insurance coverage in an amount of no less than \$1,000,000, and workers' compensation coverage. Proof of insurance shall be in the form of a current certificate of insurance and such certificate shall name the Fair Organizer as an "additional insured" on the commercial general liability policy and any umbrella or excess policy. Listing the Fair Organizer only as a Certificate Holder is not acceptable. Any Exhibitor selling products must also provide the Fair Organizer with proof the Exhibitor carries product liability and products/completed operations coverage. Each insurance policy must cover all of the Exhibitor's activities on the Fairgrounds before, during, and after the Fair. Certification of insurance may be returned with this Agreement, but must be supplied to the Fair Organizer by no later than July 1st.
- 18. **Force Majeure.** Neither the Fair Organizer nor the Exhibitor shall be responsible to the other for conditions caused by war, insurrections, riots, labor unrest, strikes, severe weather, nor the like. In such circumstances, if the Fair is not held the Fair Organizer shall return Exhibitor's deposit and balance.
- 19. **Assignment.** The Agreement, and the Exhibitor Space licensed pursuant to the Agreement, are non-transferrable by any means to any other party without prior written approval from the Fair Organizer. Except upon such written approval, the Exhibitor shall remain responsible for fulfilling all of its obligations under the Agreement.
- 20. **Tax Certificates.** Exhibitor shall comply with Minnesota Department of Revenue "Sales Tax Fact Sheet 148" and must complete and return sales and use tax form ST-19 to Fair Organizer, regardless of whether Exhibitor intends to sell any products or services in connection with the Fair.
- 21. **Deliveries.** No deliveries may be made within restricted areas on the Fairgrounds after 10:00 a.m. during the Fair. Delivery permits are required for commercial vendors and suppliers. The Fair Organizer will accept packages or other materials delivered by any commercial carrier, other than cash on delivery shipments. By accepting these packages, the Fair Organizer does not assume any liability for their contents or final delivery. It is the duty of the recipient of the package to make arrangements to retrieve it from the Fair Organizer.
- 22. Camping. Camping is available in designated areas on the Fairgrounds and is limited to those areas. Camping fees are charged on a per-night basis or for the entire Fair week. Camping sites will be assigned by the Fair Organizer upon full payment. No vehicle or trailer may be parked in the campground or at an Exhibitor Space, except that if it is part of the exhibit it may be parked at the Exhibitor Space. Under no circumstances may trucks be used for sleeping.
- 23. **Codes in Full Effect.** All local, state, and federal laws and codes will be enforced at the Fair. These include all applicable fire safety, electric, health, life, safety, and food codes. State food licenses must be displayed inside any stand required to have such license. Electrical inspection stickers must be displayed on all electric service panels. Exhibitors are responsible for complying with all applicable federal, state, and local laws, rules, regulations, and ordinances, and for obtaining all required permits and permissions.

- 24. **Time, Place, and Manner.** While the Fair Organizer recognizes that the Fair is a proper forum for the exchange of ideas necessary to a free society, it reserves the right to regulate all activities on the Fairgrounds with regard to time, place, and manner of speech in order to ensure its valid interest in maintaining peace and order and providing a positive experience to all who attend is protected. Specific prohibitions include, but are not limited to, excessively amplified sounds, unauthorized posting of bills and signs, obstruction of pedestrian or vehicular traffic, and vending or soliciting from other than an assigned location.
 - a. <u>Marches or Other Rallies</u>. No Exhibitor may organize, advocate for, participate, or encourage any rally or organized march during the Fair on the Fairgrounds.
 - b. <u>Loudspeakers</u>. No loudspeaker, bullhorn, microphone, amplifier, transmitting radio or other broadcasting device will be permitted on the Fairgrounds during the Fair without prior written approval from the Fair Organizer. The playing of any recordings, tapes, or films that have repeat messages is permitted where it can be set up and operated without causing any hardship or interference to any other exhibitor or visitor on the Fairgrounds.
- 25. **Annual Renewal**. This Agreement is valid only for the period stated herein. There is no right to renewal, and the Fair Organizer, at its sole discretion, will perform an annual review of Exhibitors to determine whether to renew a license. The Fair Organizer reserves the right to deny any Exhibitor a renewal license for any reason, and without notice.
- 26. **Prize Drawings**. All prize drawings must be conducted during the Fair. Any Exhibitor requesting Fair patrons to register for any reason must notify the Fair, in writing, at least two weeks prior to the first day of the Fair. The Fair reserves the right to approve or deny any drawing proposed to be conducted during the Fair. All drawings are to be held prior to 7:00 p.m. on the last day of the Fair. Exhibitors shall also provide the Fair Organizer a list of all winners and prizes granted within one week after the completion of the Fair.
 - a. <u>Compliance with State Law</u>. Each Exhibitor conducting any type of raffle, drawing, or similar game of chance must ensure that such activity complies with Minnesota Statutes, Chapter 349 and applicable rules and regulations promulgated by the Minnesota Gambling Control Board. The Fair Organizer assumes no responsibility or liability for these activities.

27. Prohibited Activities.

- a. Weapons. No item that is or could be deemed a weapon may be sold, given as a prize, or be a gift of a drawing to a minor without written and notarized permission from the minor's parent or legal guardian. No item that could be deemed a weapon may be on the grounds without the express written permission of the Fair Organizer, except those used by a licensed peace officer. The Fair Organizer reserves the right to make a final decision to determine if a particular item constitutes a weapon for purposes of this Agreement.
- b. <u>Alcohol</u>. No alcoholic beverages may be brought onto the Fairgrounds. Beer purchased at the Fair is allowed in the Fair Beer Garden and Grandstand during approved hours only. Exhibitors are <u>not permitted</u> to have alcoholic beverages at

- their respective Exhibitor Spaces. The Fair Organizer reserves the right to check coolers and other containers for alcohol.
- c. <u>Smoking</u>. Smoking is prohibited on the Fairgrounds except for the designated smoking areas in the parking lots.
- d. <u>Bicycles</u>. No bicycles, inline skates, or skateboards are permitted on the Fairgrounds during the Fair.
- e. <u>Motorized Vehicles</u>. Motorized vehicles including, but not limited to, golf carts, mini bikes, dirt bikes, three or four wheelers or other vehicles may NOT be used on the Fairgrounds during the Fair without prior written permission from the Fair Organizer. If a motorized vehicle is given as a prize during the Fair, it must be disabled or packaged so as to not be usable on the Fairgrounds.
- f. Motor Vehicle Exhibits. Motor vehicles on display at the Fair may not be operated inside a building during show hours. Vehicles, inside or outside, must meet the following:
 - i. Have a minimal amount of fuel in the tank 5 gallons or less;
 - ii. Fuel tank caps must be locked or taped;
 - iii. Battery cables must be disconnected and taped;
 - iv. Any vehicle that drops oil or other solution may not be displayed without a drip pan or dry-absorption powder that must be cleaned up and disposed of by the Exhibitor; and
 - v. The accelerator shall be disconnected or have a wood block installed so it is not functional.
- g. <u>Animals</u>. Unless it is for the purpose of entering into a competition or for a show, and with prior written authorization from the Fair Organizer, no animal, bird, or reptile is allowed on the Fairgrounds during the Fair. Persons with disabilities may bring onto the Fairgrounds an animal specifically trained to assist that person, without authorization or permit.
- h. <u>Pressurized tanks</u>. All pressurized tanks must be secured to a special stand or chained to a structure so as to prevent the tank from falling.
- i. <u>Prohibited Items</u>. The items listed in Appendix A attached to these Terms and Conditions entitled "General List of Items Not Allowed" are prohibited items and may not be brought onto the Fairgrounds during the Fair.
- 28. **Revocation of License**. The Fair Organizer may revoke the license granted pursuant to the Agreement if it determines, in its sole discretion, the Exhibitor has violated any term or condition of the Agreement. The Fair Organizer shall notify the Exhibitor of the revocation in writing and upon such notice the Exhibitor shall immediately remove its property from the Fairgrounds. No refunds shall be provided to an Exhibitor if its license is revoked.

- 29. **Third Party Rights**. The Agreement is entered into for the sole benefit of the Fair Organizer and the Exhibitor, no other parties are intended to be direct or incidental beneficiaries of the Agreement and no third parties shall have any right in, under, or to the Agreement.
- 30. **Reservation of Rights.** The Fair Organizer reserves all rights to interpret the terms of this Agreement and to rule on questions regarding their meaning. The Fair Organizer also reserves the right to amend these rules without notice. The Fair Organizer shall be the final arbiter of any disputes involving Exhibitors, including complaints from the public. The Fair Organizer may delegate any of the authority contained herein to a Fair manager, directors, or any other person the Fair Organizer deems fit.

Appendix A: General List of Items Not Allowed

- Water Guns, Cap Guns of any type
- Hand Blaster, Ring Caps, Party Pops
- Knives, whips, chains, studded jewelry
- Fart/Stink Bombs/Spray, Bomb Bags, fireworks
- Any live animal, "Pet" unless it is entered in a sanctioned show, except personal assistance animals
- Any "Weapon" Item knives, throwing stars, martial arts items, etc.
- Any "Gun" Item, pea and rubber band shooters
- Any Tobacco Product and or lighters, drug paraphernalia
- Any Sexually Explicit Item
- Any "Pop" Item noise type "pop" with or without a discharge of paper
- Any "Squirt" Item, Magic Ink, Silly String
- Any "Confetti or Streamers" Item
- Any "Putty, Slime or Silli Goo" Item
- Any Laser Pointers and pens
- Any Alcoholic Beverage Item except in Fair Beer Garden and Grandstand
- Any form of tip jars and prompts for tips are not allowed
- Any Other Item or Items as deemed by the Fair

Smoking is strictly prohibited in all areas, except in designated areas (such as parking lots), and inside RV units in the campgrounds.

No one may move benches, picnic tables and trash or recycling containers placed by Fair Organizer staff for public use. Any damage caused to Fairgrounds property or grounds by an Exhibitor may be charged back to them and possible loss of next year's renewal application.

Fair Organizer directors or employees are not allowed to accept from any concessionaire, exhibitor, supplier, carnival contractor or Fair guest, any tip, gratuity, gift or merchandise, including food and /or beverages. Offering same to Fair Organizer employees will place your participation in the Fair and their employment in jeopardy.

No raffles of any kind are allowed during the Dakota County Fair.

Fair Organizer staff discretion will be final in making a determination with respect to such matters.

This List Subject to Change without Notice or Publication