

MISSISSIPPI VALLEY FAIR

General Rules & Regulations

Under Management of
MISSISSIPPI VALLEY FAIR INC.



MISSISSIPPI VALLEY FAIR
2815 W. LOCUST ST.
DAVENPORT, IA 52804
563 326-5338
www.mvfair.com

Entries accepted online at
www.mvfair.com

Mississippi Valley Fair Daily Grounds Admission

- Kids under 3: Free every fair day.
- \$5.00 Kids(4-12) and Senior(60+) all day, everyday, must purchase at gates.
 - \$12.00 Adult Daily Gate Admission. Not good for Grandstand Shows.

One hour pass \$12

Purchase at the gate a one-hour pass, if returned to same gate within the hour you will receive your \$12 refund.

MISSISSIPPI VALLEY FAIR GENERAL RULES AND REGULATIONS

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INTERPRETATION OF RULES

1. The Mississippi Valley Fair Inc. Management reserves to its Board the final and absolute right to interpret these Rules and Regulations and settle and determine all matters, questions, and differences in regard thereto, or otherwise arising out of, connected with, or incident to the Fair. Exhibitors failing to comply with any of these rules are subject to all premium cancellations.

ENTRIES

2. **SUBMITTING ENTRIES.** Entries may be made online at www.mvfair.com. Entries may also be made by printing the form available at www.mvfair.com. Complete entry form and return it with **full payment** of all fees to: Mississippi Valley Fair Inc., 2815 W. Locust Street, Davenport, Iowa 52804.
3. Entries must be filed with the Entry Department no later than the deadline date.
4. Each exhibitor, as a requirement for entry, will pay an entry fee. Entry fees are listed in each department. **Entry fees must accompany entry.** Payment of fees must be in the form of cash, cashier's check, personal check, MasterCard, Visa or money order.
5. No refunds of entry fees will be made.
6. In the event of conflict of general and special rules, the latter will govern.
7. Articles which are the result of mechanical or artistic skill must be entered by the artist, inventor, and manufacturer or authorized agent.
8. Any individual enter an article in a name other than that of a bona fide owner or attempt to perpetrate a fraud by misrepresenting any fact, the entry shall not be allowed to compete for or receive any premium.
9. Exhibits which have been erroneously entered may, at the discretion of the superintendent of the department, be transferred to their proper classes prior to judging. If such classes have been judged they shall not be re-judged. **The Management reserves the right to return any entries received beyond the capacity of the facilities offered.**
10. The Mississippi Valley Fair Inc. reserves the right to refuse entry of any exhibitor who has been barred from any fair or livestock show holding membership in the International Association of Fairs and Expositions on the basis of unethical practices, violation of drug residue avoidance programs, or violation of any Show rules.
11. As an Mississippi Valley Fair Inc. exhibitor, I hereby acknowledge that my photograph may be taken by the official photographer for use by the Mississippi Valley Fair Inc. and agree to release and hold harmless the Mississippi Valley Fair Inc., the board of directors, employees and agents and any and all parties to whom this or any photograph may be released. This photograph was taken for artistic reasons or newsworthiness and I agree that it may be released to any medium and may be used in any manner for any purpose whatsoever without compensation.

PLACEMENTS OF EXHIBITS

12. See each department for date and time when exhibits are due.
13. Articles entered may be shipped or mailed direct to the department in which they are to be exhibited, but in no case will such package be received or placed on exhibition unless all charges are prepaid. For shipping, send to: Mississippi Valley Fair Inc., 2815 W. Locust Street, Davenport, Iowa 52804. Sender's name and address should be included in top left corner. Instructions and return postage for returning same package should be placed inside the package.
14. The Management will in no case assume or pay the transportation charges on articles sent for exhibition, or assume or pay any expense in their delivery to the Fairgrounds.
15. The Management will use diligence in caring for the safety of articles, but will in no case be responsible for any loss or damage that may occur.

RELEASE OF EXHIBITS

16. See each department for date and time when exhibits are released.
17. Under no circumstances will exhibitors be permitted access to display cases or spaces where exhibits are shown.

PREMIUMS

18. Premium checks in all departments will be paid as soon after the close of Fair as possible.
19. The Mississippi Valley Fair Inc. Board is pleased to list special premiums and awards in the Premium Book, but will not be responsible for their payment or delivery.
20. Special prizes will not be accepted for classes that do not conform to the regular classifications of the department in which they are offered unless for reasons satisfactory to the Mississippi Valley Fair Inc.
21. When there is only one exhibitor in a class, the first prize, if merited, will be awarded. When articles are not worthy of first prize, judges may, at their discretion, award a prize or prizes of such grade as the articles merit. When there is competition, all prizes may be awarded so far as there are worthy entries.
22. The Mississippi Valley Fair Inc. is required to report payments of \$600 or more to the Internal Revenue Service. Any exhibitor receiving \$600 or more will be required to provide the Mississippi Valley Fair Inc. with a completed IRS Form W-9 providing a taxpayer identification number. These exhibitors will be sent a form from the Mississippi Valley Fair Inc. Office. The exhibitor's premium check will be mailed after a completed W-9 has been returned to the Mississippi Valley Fair office.

EXHIBITOR RESTRICTIONS

23. Exhibitors must function from space assigned. None are permitted to roam the grounds soliciting orders for goods of any kind, donations for any cause or distribution of literature.

SPECIAL NOTICE

24. No Intoxicating liquor, beer or controlled substances can be brought onto the fair grounds. The Mississippi Valley Fair Inc. Makes sincere effort to abide by Iowa law, also holds an Iowa Liquor license. We ask that all patrons abide by these laws.
25. All exhibitors and patrons: No overnight parking on the grounds prior to the fair and all vehicles must be moved daily after midnight during the fair.
26. Any inhumane animal practices will result in immediate disqualification.

Judges

27. Judges are required to read the general rules and regulations and special rules under the division of the department in which they are to serve. Judges are required to sign and return judging contract upon agreement of willingness to judge.
28. Judges may not award prizes to an unworthy animal or article, no premium shall be awarded to any animal or article that is not deserving.
29. Judges shall report to the superintendent anyone who interferes or shows disrespect with the judge at any time. The superintendent shall, at his discretion, exclude the person from further competition, the Board of directors may withhold from said person any premiums that have been awarded, and may disqualify said person from further exhibiting at the fair.
30. The electronic scores and awards submitted by the judge shall be considered the official record.

Superintendents

31. Superintendents have charge of the general operations of the departments, being responsible to the Fair General Manager and the Board of Directors.

MISSISSIPPI VALLEY FAIR GENERAL RULES AND REGULATIONS

PROTESTS

32. Protests - Disciplinary Action. Any and all participants in any and all events described in this Premium Book hereby acknowledge that they are voluntarily agreeing to participate in said event. Any and all participants in any and all events covered by this Premium Book hereby expressly acknowledge in a knowing and informed manner that the participant has no constitutional or statutory right to participate or compete in any and all events covered by this Premium Book and that the participant shall abide by and is subject to all rules and procedures applicable to the event entered as stated in this Premium Book. Any and all participants in any and all events covered by this Premium Book hereby expressly acknowledge the following as an express condition of their voluntary decision to participate in any and all events covered by this Premium Book:
- A. The protest procedures and remedies set out in this section of the Premium Book are the exclusive procedures and remedies concerning any protest, discipline or complaint regarding any action of the fair arising in any way from participation in any and all events covered by this Premium Book.
 - B. Any and all participants in any and all events covered by this Premium Book hereby expressly acknowledge in a knowing and informed manner that no right to pursue an action as a contested case pursuant to Iowa Code chapter 17A exists concerning any decision or action on any protest, discipline or complaint taken by the Fair arising in any way from participation in any and all events covered by this Premium Book. Any and all participants in any and all events covered by this Premium Book hereby acknowledge and expressly agree that the procedures and remedies set out in this Premium Book shall be the exclusive procedures and remedies available to any and all participants concerning any decision or action taken by the Fair on any protest, discipline or complaint in any and all events covered by this Premium Book.
 - C. Any and all participants in any and all events covered by this Premium Book expressly acknowledge and expressly agree that they will have the burden of going forward and the burden of proof concerning the establishment of the grounds for any protest, discipline or complaint brought under the provisions of this Premium Book.
 1. Any and all participants in any and all events covered by this Premium Book shall have 24 hours from the conclusion of the show involving the class in question to file any protests, challenges of disciplinary action or complaints brought under the provisions of this Premium Book which involve any issue other than the results of drug testing.
 2. Any and all participants in any and all events covered by this Premium Book shall have 10 days following the receipt of testing results to file any protests, challenges of disciplinary action or complaints brought under the provisions of this Premium Book involving the results of drug testing.
 3. The Mississippi Valley Fair Inc. will not consider any protests, challenges of disciplinary action or complaints based upon the statement that a judge or judges are incompetent.
 4. Any and all protests, challenges of disciplinary action or complaints filed pursuant to this paragraph shall be in writing **and** shall be filed with Fair General Manager within the above-referenced time period(s).
 5. Any and all protests, challenges of disciplinary action or complaints filed pursuant to this paragraph shall be accompanied by a deposit of \$250 which will be forfeited if the protest is not sustained. Deposit must be filed with Fair General Manager contemporaneously with any and all protests, challenges of disciplinary action or complaints.
 6. The Mississippi Valley Fair Inc. Executive committee shall consider any protests, challenges of disciplinary action or complaints filed pursuant to this paragraph as speedily as possible and their decision may be appealed exclusively using the appeal procedure set out in rule 33 of this Premium Book.
 - D. The Mississippi Valley Fair Board shall only consider protests, challenges of disciplinary action or complaints filed by a Participant entered in the same Department as the Participant that is the subject of the protest, challenge of disciplinary action or complaint.

APPEALS OF DISCIPLINARY ACTION

33. Appeals of Disciplinary Action - Any and all participants in any and all events described in this Premium Book hereby acknowledge that they are voluntarily agreeing to participate in said event. Any and all participants in any and all events covered by this Premium Book hereby expressly acknowledge in a knowing and informed manner that the participant has no constitutional or statutory right to participate or compete in any and all events covered by this Premium Book and that the participant shall abide by and is subject to all rules and procedures applicable to the event entered as stated in this Premium Book. Any and all participants in any and all events covered by this Premium Book hereby expressly acknowledge the following as express conditions of their voluntary decision to participate in any and all events covered by this Premium Book:
- A. The appeal procedures and remedies set out in this section of the Premium Book are the exclusive procedures and remedies concerning any appeal of any action of the fair arising in any way from participation in any and all events covered by this Premium Book.
 - B. Any and all participants in any and all events covered by this Premium Book hereby acknowledge and expressly agree that the procedures and remedies outlined in this Premium Book shall be the exclusive appellate procedures and remedies available to any and all participants in any and all events covered by this Premium Book.
 - C. Any and all participants in any and all events covered by this Premium Book expressly acknowledge and expressly agree that they will have the burden of going forward and the burden of proof concerning the establishment of the grounds for any appeal brought under the provisions of this Premium Book.
 - D. Specific procedures for appeals concerning positive drug tests or questions of animal identification are set out in board policy which are available upon request. These procedures are incorporated by reference herein.

The appeal procedures are as follows:

1. Any and all participants in any and all events covered by this Premium Book shall have 10 days from the entrance of a decision of the Mississippi Valley Fair Inc. Executive Committee concerning any protests, challenges of disciplinary action or complaints brought under the provisions of this Premium Book to file an appeal of said decision.
2. The Mississippi Valley Fair Inc will not consider any appeal based upon the statement that a judge or judges are incompetent.
3. Any and all appeals of any decision of the Mississippi Valley Fair Inc. Executive Committee concerning any protests, challenges of disciplinary action or complaints brought under the provisions of this Premium Book shall be in writing and shall be filed with Fair Board General Manager within the above-referenced time period(s).
4. Any and all appeals of any decision of the Mississippi Valley Fair Inc. Executive Committee concerning any protests, challenges of disciplinary action or complaints brought under the provisions of this Premium Book shall be accompanied by a deposit of \$250 which will be forfeited if the appeal is not sustained. Deposit must be filed with Mississippi Valley Fair Inc contemporaneously with any and all appeals.
5. The Mississippi Valley Fair Inc. Board shall consider any and all appeals of any decision of the Executive Committee concerning any protests, challenges of disciplinary action or complaints brought under the provisions of this Premium Book filed pursuant to this paragraph as speedily as possible and their decision in the matter shall be final. In considering appeals from the Executive Committee the Board may follow the procedures set forth in 371 Iowa Administrative Code 1.3(3).