## Washington STATE FAIR

# Departmental Exhibitors Rules and Regulations



The general supervision of the entire Washington State Fair and Spring Fair in Puyallup, including all exhibits, entertainment and concessions, has been vested by the Washington State Fair board of directors in the Chief Executive Officer of the Association.

 The Association will have officers on the grounds and will use every reasonable precaution in its power for the preservation and protection of persons, articles on exhibition, entries, livestock and property, but will not be responsible for loss or damage by theft, fire or otherwise.

#### TRADEMARKS AND COPYRIGHTS

Certain red with Washington's Secretary of State.
 Artwork, slogans, music and other communications created to promote or represent the Association or its annual fairs are likewise protected by law. This includes the phrase "Do the Puyallup" and the music and lyrics of the song, "Do the Puyallup," the wordmark combining "THE SPRING FAIR IN PUYALLUP", "THE PUYALLUP FAIR" and "WASHINGTON STATE FAIR" and other temporary slogans such as "It's Spring, Baby!", "Epic Fun" or "I Love This Fair."

The valuable trade names and protected slogans and symbols may not be used without the express written consent of The Fair. In general, permission is granted under license, i.e., for consideration, or by permission under special circumstances. Submit requests to the marketing manager, along with complete information on frequency and distribution, including examples or written description of the proposed use.

#### **ENTRY INFORMATION**

#### Mail FFA entry forms to:

Jordan Lybeck, Manager, FFA Exhibition e-mail: <a href="mailto:jlybeck@fwps.org">jlybeck@fwps.org</a>

#### Mail 4-H entry forms to:

Manager, State 4-H Fair Researchand Extension Center 7606 Pioneer Way Puyallup, WA 98371-4998 phone: 253-445-4630 e-mail: tagwin@wsu.edu

#### Mail Jr. Poultry entry forms to:

Kyle French
6607 Millstone Lane SE
Lacey, WA 98513
e-mail: wairnoultryeyno@hotma

e-mail: wajrpoultryexpo@hotmail.com

### Open Class entry registration will be accepted ONLINE. Information and Inquiries:

Competitive Exhibits Office, Washington State Fair 110 9th Avenue SW Puyallup, WA 98371-6811

phone: 253-841-5074

e-mail: CompExhibits@thefair.com

WHEN ADDRESSING CORRESPONDENCE TO THE FAIR, PLEASE NOTE DEPARTMENT TO WHICH IT BELONGS ON THE FACE OF THE ENVELOPE.

- 3. Exhibitors should check each department for specific entry information. Read the special rules and other information printed in connection with the classification and prize list in each department. Note the time set for the closing of entries.
- 4. Every animal or article must be entered in the name of the owner, maker or grower, or their agent.
  - ANYONE TRYING TO DECEIVE THE COMMITTEE WITH REGARD TO OWNERSHIP OF EXHIBIT, OR WHO SHALL PURCHASE OR BORROW THEM AND EXHIBIT THEM AS HIS OR HER OWN MANUFACTURE OR PRODUCTION, SHALL FORFEIT ALL CLAIMS AS AN EXHIBITOR.
- 5. No "FOR SALE" cards will be allowed on exhibits, in the buildings, or on the grounds.
- 6. Fair management reserves the right to cancel any class without prior notice for reasons deemed advisable by Fair legal counsel and/or Fair veterinarian.

#### ARRIVAL TIME OF EXHIBITS

- 7. The Washington State Fair and the Spring Fair in Puyallup will be open for the receiving of articles according to the specified rules governing individual departments.
- 8. EXHIBITS MUST BE IN PLACE AT 8:00 A.M. THE FIRST DAY OF THE FAIR UNLESS OTHERWISE NOTED. CHECK EACH DEPARTMENT'S ENTRY INFORMATION FOR POSSIBLE EXCEPTIONS.

#### PREMIUMS AND AWARDS

- First premiums shall be designated by blue ribbons, second premiums by red ribbons, third premiums by white ribbons, fourth premiums by pink ribbons, and fifth premiums by yellow ribbons.
- 10. No animal or article shall be allowed to compete for more than one open class premium, nor shall it be entered in more than one class, except as one of a herd, pair or pen, fur or wool, get of sire or dam, or in sweepstakes or championship classes. However, 4-H

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- and FFA exhibitors may also show their registered livestock in open classes, provided their entries are received by the closing date for entries in the open class, and providing there is no conflict in judging schedule with the junior show.
- 11. No animal or article shall be removed from The Fair before the close of The Fair or show, except by special permission from the superintendent. Any animal or article taken away before the close of The Fair or show without the permission of the superintendent shall forfeit all premiums. LIVESTOCK EXHIBITORS: SEE RULES IN REGARD TO SPLIT SHOWS UNDER SPECIFIC DEPARTMENTS.
- 12. Unless otherwise stated by a specific department, in cases where exhibits are tied for prizes, awards shall be determined as follows:
  - A. If the premium is a trophy, medal or any other award except a cash prize, the exhibitors entering these exhibits shall draw lots, the winner being awarded the premium.
  - B. If the premium is a cash prize, the money shall be divided equally among the exhibitors concerned. The next lower cash premium, if any, offered in the class shall be added to the premium for which the entries are tied, and then the division shall be made equally.
- 13. Cash prizes shall be paid to winners only in classes included in the judge's list.
- 14. The judges shall report only the animals or articles entitled to premiums in the judge's list, though they may commend others they deem worthy. <u>The</u> <u>superintendent may deny entry to any animal or</u> <u>exhibit he deems unworthy of public display.</u>
- 15. No animal or article deemed unworthy shall be awarded a premium. No premiums shall be withheld merely because there is no competition. Decision of the judge shall be final.
- 16. No person shall be allowed to see the judging books until after the awards have been made and entered.

#### PENALTIES AND PROTESTS

- 17. Fair management will appoint a superintendent and one or more judges for each division when deemed necessary. No person can act as a judge in any division or class in which there is any direct or indirect interest in the result as owner or agent; and when awards have been made in violation of this rule Fair management reserves the right to appoint a new judge and to compel another examination.
- 18. Any person interfering with the judge during the adjudication of awards will forfeit the right of premiums. All officers or judges are required, and exhibitors are requested, to report any violation of this rule to the department superintendent.
- 19. Exhibitors who are found to be either in violation of rules or engaged in practices which are unethical or adverse to the Washington State Fair shall be penalized by forfeiture of premiums and/or privileges, as deemed appropriate by the department superintendent.
- 20. All protests must be made in writing, and must be accompanied by a deposit of \$25.00, which will be forfeited if protest is not sustained. Such protest must state plainly the cause of the complaint or appeal, and must be filed with the Competitive Exhibits Office within 24 hours after the cause of protest.
- 21. NO PERSON SHALL BE ALLOWED TO SELL OR GIVE AWAY ARTICLES ON THE GROUNDS, EITHER DURING THE FAIR OR AT ANY TIME BEFORE THE COMMENCEMENT OF THE SAME, UNTIL THE LICENSE FOR THE PRIVILEGE SHALL HAVE BEEN PAID AND RECEIPT THEREFORE ISSUED. THIS INCLUDES BALLOONS OR OTHER NOVELTIES FOR WHICH THE FAIR CONTRACTS THE SALE PRIVILEGE.

#### **PERSONALITY RIGHTS**

Exhibitor hereby grants to the Washington State Fair ("WSF") the irrevocable, assignable, worldwide right and license to use, alter and publish his/her image, alone or together with other images and text, for WSF publications and for all other purposes reasonably related to promotion of WSF, the Spring Fair in Puyallup and Washington State Fair, in any manner and in any medium now known or later developed, without the need for exhibitor's prior approval. This right and license will govern all images of exhibitor, whether created before or after the date of these Rules and Regulations, unless exhibitor notifies WSF in writing that of a desire to exclude specific images from this right and license. Exhibitor hereby releases the photographer and/ or videographer and WSF, its agents and assigns, from all claims and liability relating to the licenses that exhibitor has granted in this license and release. This license and release will not obligate WSF to use or publish exhibitor's image or use the rights exhibitor has granted.

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#### **ELECTRICAL USAGE NOTICE**

Electrical appliances which draw more than 200 watts and which are used for the personal convenience of exhibitors (kettles, coffee pots, space heaters, air conditioners, hot plates, etc.) are not allowed without permission. A costly power failure can result from overloading circuits.

NO COOKING OR EATING IS ALLOWED IN THE BARNS, EXCEPT IN DESIGNATED AREAS.

#### INSURANCE INFORMATION

Please read the following statement carefully. The Fair does not provide exhibitors with individual coverage while at the Spring Fair or the Washington State Fair. Exhibitors are solely responsible to obtain their own insurance coverage for these events in such amounts and on such terms as the exhibitors deem necessary in their sole discretion.

#### **RELEASE AND INDEMNITY:**

Exhibitor agrees that The Fair shall not be liable for the injury or death of any person, or for loss or damage to property employed by, or in possession of, the exhibitor while on the grounds of the Washington State Fair (the "Fairgrounds"), whether such accident, loss or damage occurs during the time of preparation, the period of occupancy, or at the time of removal therefrom.

For valuable consideration, Exhibitor shall defend, indemnify, and hold harmless the Association, its directors, officers, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of exhibitor's use of the Fairgrounds, or from the conduct of exhibitor's business, or from any activity, work or thing done, permitted, or suffered by Exhibitor in or about the Fairgrounds, except for injuries or damages caused by the sole negligence of The Fair. The exhibitor shall cooperate and assist The Fair or its representatives in investigating such claims and in negotiating such claims and any settlement thereof, and the exhibitor shall be bound by any decision of The Fair or its representatives respecting the disposition to be made of such claims, even if any of the allegations, claims for damage, demands or suits, are groundless, false or fraudulent.

Furthermore, the exhibitor agrees to indemnify and hold harmless The Fair for any alleged or imputed responsibility for worker's compensation benefits or any requirement established for reporting employees, or volunteers of the exhibitor or any of the exhibitor's subcontractors to the Washington State Department of Labor and Industries or such other government offices as shall have the authority over the exhibitor.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of exhibitor and The Fair, its directors, officers, employees, and volunteers, exhibitor's liability hereunder shall be only to the extent of exhibitor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes exhibitor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of the indemnification provided herein.

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