

2023 GENERAL COMPETITION REQUIREMENTS

I. INTRODUCTION:

- A.** The Colorado State Fair reserves to itself the final and absolute right to interpret these Competition Requirements, to fairly and impartially settle, determine all matters, questions and differences in regard thereto, or otherwise arising out of or connected with or incident to the Show, and the right to amend or add to these Competition Requirements as its judgments may determine. The Colorado State Fair reserves the right to cancel events or change scheduling if determined necessary. See each division for any specific or special Competition Requirements.
- B.** The following terms, conditions, and requirements are general in nature. They apply to all departments and to all competitions at the Colorado State Fair (“Fair”).
- C.** Additional and specific competition requirements are set forth within each individual Department’s competition requirements sections.
- D.** Every exhibitor entering into any competition at the Fair must comply with the competition requirements as set forth below and must comply with any additional or specific requirements as set forth for each individual competition unless specifically noted otherwise.
- E.** Submission of an entry to the Fair expressly binds the exhibitor to all terms and conditions contained in any and all parts of the Colorado State Fair Exhibitor Handbook, and the Colorado State Fair Authority Rules as adopted at 8 CCR 1208-1 (“Authority Rule” or “Authority Rules”).
- F.** Submission of an entry to the Fair further expressly binds the exhibitor to the expectations of conduct, and the penalties associated with failure to so comply, established in the Colorado State Fair Exhibitor Code of Conduct (“Code of Conduct”), which each exhibitor must sign. The Code of Conduct articulates an exhibitor’s express agreement to conduct himself or herself in compliance at all times with the expectations of the Authority as set forth in the Code of Conduct and express agreement that he or she understands that any

2023 GENERAL COMPETITION REQUIREMENTS

action that contradicts the agreements promised in the Code of Conduct may result in the exhibitor's removal from the Authority's grounds.

II. GENERAL COMPETITION REQUIREMENTS:

- A. Competition is open to the world except where otherwise specified.
- B. The Colorado State Fair Authority ("Authority") is not responsible for any loss, damage, or injury to any property while on the Authority's grounds.
- C. An exhibitor acknowledges and agrees to abide by all competition requirements when he or she signs his or her entry form for competition.
- D. Exhibitor hereby indemnifies the Authority, the state of Colorado, the Colorado State Fair Board of Authority ("Board"), and the Colorado Department of Agriculture from any and all legal proceedings in regard to a challenge to any competition requirement or Authority Rule.
- E. Exhibitor acknowledges and agrees that entry into any competition organized and sponsored by the Authority is not a guarantee of competition. Fair reserves the right to deny access onto the Fairgrounds to any person who exhibits symptoms of potentially communicable illness or who refuses to comply with federal, state, and local public health requirements and guidelines. Exhibitor agrees to indemnify and hold harmless the Authority, the state of Colorado, the Board, and the Colorado Department of Agriculture for any damages that may arise as a result of any such denial of entry or request to vacate the Fairgrounds.
- F. Exhibitor acknowledges and agrees that entry into any competition organized and sponsored by the Authority is at the exhibitor's risk. In the event of any class or division cancelation, program cancelation, or Fair cancelation, exhibitor agrees to indemnify and hold harmless the Authority, the state of Colorado, the Board, and the Colorado Department of Agriculture in any action that may accrue.
- G. Entries and Entry Forms:

2023 GENERAL COMPETITION REQUIREMENTS

1. All entries must be made on regulation forms or on the designated online entry system, be properly filled out, and accompanied by all fees whenever required.
 2. Entry blanks and instructions for making entries are available upon request or may be found online.
 3. No entry will be entitled to a place on the grounds without fully executing and completing the entry process.
 4. Colorado State Fair Management (“Management”) assumes no responsibility for errors on the entry forms or online entry system.
 5. Effect of Entry: Every exhibitor expressly understands and agrees that an exhibitor’s completed entry form is his or her acceptance of all Colorado State Fair Competition Requirements whether set forth in a general or a specific requirement. The exhibitor further agrees and understands that he or she will abide by the competition requirements throughout the duration of his or her time at the Fair. Additionally, the exhibitor agrees and understands that failure to comply with the competition requirements or any Authority Rule may subject him or her to penalties, as determined by the Authority.
- H. Every exhibitor attending the Fair must purchase either an All Age Wristband Exhibitor Wristband, a Youth Exhibitor Wristband, or a Daily Gate Admission. Wristbands can be preordered during the entry process through the appropriate department.
1. **All Age Wristbands:** \$45.00 each (good for the 11 days of Fair); wristbands are available to any aged person.
 2. **Youth Exhibitor Wristband:** All Youth Exhibitors entered in a 4-H or FFA Show will be able to purchase a discounted Youth Exhibitor Wristband for \$15.00. 4-H and FFA family members that are not entered or competing at the Colorado State Fair will not be able to purchase this discounted wristband.
 3. **Daily General Admission Tickets:** Exhibitors, owners, and or spectators can choose to purchase daily general admission by going to Gate 3, 5, or 9. Prices vary throughout the 11 days; please see daily

2023 GENERAL COMPETITION REQUIREMENTS

discounts and admission rates on the Colorado State Fair website. Daily admission can be purchased online at www.coloradostatefair.com.

- I. The Management reserves the right to limit entries to the facilities available and to cancel any division or class in which, in its judgment, the entries are insufficient to secure adequate competition. Management further reserves the right to return entries and any associated fees in the event any competition or class is canceled.
 - J. Management may disqualify and remove any entry that has been entered in violation of these general competition requirements or of any specific competition requirements.
 - K. Entries may not be removed prior to the time listed within each department's competition requirements. No entry may be released without a properly executed release form. Release forms may be obtained from the appropriate Program Manager.
 - L. Management does not discriminate on the basis of race, creed, color, sex, age, or other non-merit factors.
 - M. All premium checks for the current year must be cashed within six months of the date of the check's issue. Exhibitors have until December 31 of the year in which they competed at the Fair to claim checks returned to Management. Any checks not cashed will be void. No replacement checks will be issued after December 31 of the current year.
- III. **DISPUTES:** Management reserves the final and absolute right to interpret all of Fair's Competition Requirements and Authority Rules and to settle questions of interpretation.

IV. DETERMINATION OF VIOLATIONS:

The General Manager of the Colorado State Fair ("General Manager"), Director of Agriculture and Competitive Exhibits ("Department Manager"), or the Program Manager of the department in which a violation of any competition term, requirement, or Authority Rule is reported to have occurred prior to, during, or after judging shall

2023 GENERAL COMPETITION REQUIREMENTS

make an initial determination as to whether a violation occurred. At no time will any exhibition, judging event, or other on-going event be delayed, stopped, or interrupted as a result of any allegation of wrong-doing reported to Management or under investigation by Management.

The Program Manager, in consultation with the Department Manager and General Manager shall, upon determining a violation has occurred, make a determination as to any appropriate penalty, or penalties, to impose upon the violating person(s). The penalties available include, but are not limited to, the following:

- A.** The exhibitor in question may be disqualified and forfeit all entry and other fees and all premiums, trophies, and awards from the department.
- B.** Any or all premiums, trophies, and awards won by the exhibitor in any and all Departments may be withdrawn and required to be returned to the Management. All entry and other fees are forfeited.
- C.** The exhibitor may be barred from competition at the Fair for a determined period that may include a lifetime suspension from competition upon the concurrence of the General Manager, the Department Manager, and the Program Manager.
- D.** The entry in question will not be sold in any sales at the Fair.
- E.** For any livestock already sold at the Fair, the Program Manager, in consultation with the Department Manager and the General Manager, may determine to permit the exhibitor to receive the sale proceeds, minus any amount that the Program Manager, in consultation with the Department Manager and General Manager, determines representative of any costs attributable to the exhibitor. In the event that the Program Manager, in consultation with the Department Manager and General Manager, determines that no sale proceeds shall be paid to the exhibitor, an Authority representative shall make contact with the buyer to offer the buyer the following options: 1) receive a full refund of the amount paid; 2) donate the the amount paid to the Colorado State Fair Foundation; or 3) allow the Authority to retain the amount paid as deposit for successive years' Fair sales.

2023 GENERAL COMPETITION REQUIREMENTS

- F. The Program Manager, Department Manager, or the General Manager may impose any other penalty deemed appropriate.

V. RIGHTS OF APPEAL AND PROCESS OF APPEAL:

The following processes and rights of appeal shall be followed for actions pertaining to competitions at the Fair:

- A. Within 15 days of the point when the Program Manager, Department Manager, or General Manager determines that a violation has occurred, the General Manager will notify the exhibitor in writing of the violation and the facts that support the violation. Such notification must be mailed to the exhibitor's address as recorded on his or her entry form.
- B. Such notification must also include a description of any penalty the Program Manager, Department Manager, or the General Manager may assess against the exhibitor.
- C. Within 15 days of receipt of written notification, the exhibitor may appeal the decision in writing to the Board. The written appeal must be delivered to the Office of the General Manager within the 15 days.
- D. Any written appeal must include any facts relevant to support the appeal.
- E. Within 15 days of receipt of the written appeal, the Program Manager, Department Manager, or the General Manager may rescind his or her or their initial determination. The Program Manager, Department Manager, or the General Manager may subsequently make no further determination as to the reported violation. The exhibitor will have no further remedy available upon the rescission of the initial determination.
- F. Should the Program Manager, Department Manager, or the General Manager take no action on the appeal within 15 days from the date of receipt in the office of the Management, the appeal must be presented at the next regularly scheduled board meeting for the sole purpose of setting a date for a hearing on the appeal. The exhibitor will be notified in writing after the board meeting of the date of the appeal.

2023 GENERAL COMPETITION REQUIREMENTS

- G.** The Board shall appoint a hearing panel which will be comprised of the following:
1. A member of the Board, who shall serve as the presiding officer;
 2. An individual with expertise in the particular competition;
 3. A person from the public;
 4. An Authority senior employee other than the Colorado State Fair General Manager.
- H.** Within 15 days of the conclusion of the hearing, the presiding officer shall submit to the Board, and to the exhibitor, his or her findings and recommend final determination as to the alleged violation(s) and penalties, along with a copy of the exhibitor's appeal.
- I.** Upon receiving the recommendation of the presiding officer at the next regularly scheduled board meeting, the Board shall take action upon the recommendation and adopt a final determination at its next regularly scheduled meeting. The exhibitor will receive a copy of the Board's adopted findings and final determination.

VI. GRIEVANCES/PROTESTS:

- A.** Whenever any person believes that an exhibitor has engaged in any activity that violates the competition requirements of the Authority or engaged in any unethical activity during the course of a competition, such person may provide his or her allegations of wrong-doing to the Management for review. Any person making such a report must do so on a form provided by Management and as set forth in the remainder of this paragraph VI.
- B.** Any grievance must be personally presented to the Program Manager, Department Manager, and to the General Manager on a form that may be obtained at the office of Management.
- C.** Any grievance so submitted must be accompanied by a \$300 bond. This bond may be returned if the General Manager, Department Manager, or the Program Manager, whichever reviews the grievance, determines that the facts

2023 GENERAL COMPETITION REQUIREMENTS

described constitute a violation.

- D. Any grievance must be presented within 24 hours of the occurrence of the alleged infraction for all livestock activities and prior to the official closing of the Fair for all other activities. In the event a grievance is presented after judging has begun on the item or activity in question, the judging will proceed, and the grievance will be handled as if the grievance had been presented following the judging.
 - E. Any grievance must be presented in writing and sworn to. The grievance must state the name of the exhibitor who has allegedly committed a violation, the entry and class in question, the specific allegations giving rise for the grievance, the facts that support the allegations, and the specific terms and conditions from the competition requirements or elsewhere that govern the alleged misconduct.
 - F. Within 15 days of receipt of any grievance, Management shall notify in writing the person(s) submitting the grievance as to its determination of the validity of the grievance and any actions taken as a result of upholding the grievance. If the grievance is denied, the notification must state the reason or reasons for the denial.
 - G. Upon receipt of a properly presented grievance, the Program Manager and Department Manager will appoint a committee of three disinterested, qualified persons to review the protest and render a decision, which shall be considered final for purposes of appeal under these requirements.
 - H. The person(s) submitting the grievance will have the right to appeal consistent with the Due Process provisions set forth in Section V of the Colorado State Fair General Competition Requirements.
- VII. EXHIBITOR LIABILITY:** Each exhibitor will be solely responsible for any consequential or other loss, injury or damage done to, occasioned by, or arising from, any animal or article exhibited by him or her. Exhibitor agrees to indemnify, and hold harmless, the State of Colorado, Authority and Management thereof from all claims, demands, damages, costs, expenses, or liability costs, suits or actions of every name, kind and description, brought forth from or on account of, injuries or death of

2023 GENERAL COMPETITION REQUIREMENTS

any person including but not limited to workers, and the public, or damage to property resulting from the performance of the exhibitor or exhibitor's entries.

- VIII. BARRED EXHIBITORS:** The Colorado State Fair and the Colorado State Fair Board, in cooperation with, and as a member of the North American Livestock Show and Rodeo Managers Association, and Competition Requirement infraction database, reserves the right to refuse entry of any exhibitor who has been barred from any other show on the basis of unethical practices, disqualified from competition at any major livestock show, from any state fair or county fair, or has had premiums withheld or withdrawn on the grounds of a violation of any Competition Requirement.
- IX. CONCESSIONS AND ADVERTISING PRIVILEGES:** All exhibits, concessions, or commercial privileges are at the sole discretion of Management. Under no circumstances will any advertising matter be allowed to be placed upon buildings, trees, or other places on the grounds, or otherwise distributed, without Management permission.
- X. MAIL & PACKAGES:** Parties wishing to have mail sent to them at the fairgrounds may have it addressed to the Colorado State Fair Authority in care of the intended recipient: 1001 Beulah Avenue, Pueblo, CO 81004. Parties may retrieve their mail on-grounds at the Butler Supply Building, located on the south wall between Gates 1 and 2.
- XI. RETURNED CHECKS:** Any exhibitor issuing a check for payment, which is returned as non-sufficient funds, or for any other reason for not clearing his/her account, will be charged a \$35.00 service charge. The exhibitor will have 5 working days within which to make payment, by cash or money order, in the amount of the check plus the service charge. No exhibitor will be permitted to show until the non-sufficient check has been paid. If any check is returned after an exhibitor has shown, all premiums will be held until the amount of the check is paid, including the \$35.00 service charge by cash or money order. Those who do not reinstate their check within 60 days will be turned over to the State of Colorado Collection Department.
- XII. IRS AND COLORADO DEPARTMENT OF REVENUE COMPLIANCE:** In order to comply with the Colorado Department of Revenue and the Internal Revenue Service tax-reporting requirements, a properly completed current IRS form W-9 must be submitted for any premium earning of \$600.00 or more or any monies derived from a

2023 GENERAL COMPETITION REQUIREMENTS

sale. No monies won or earned at the Fair will be paid if the IRS Form W-9 form is incorrect.

- XIII. PREMIUM CHECKS/REFUNDS:** Premium checks and Sale checks will be issued only to the individual exhibitor whose name and Social Security Number have been accepted through the State of Colorado as it appears on the completed IRS form W-9. Checks will not be issued to an exhibitor's relative, company, or fitter. In case of a lost check, please notify the Colorado State Fair Livestock Office immediately. All premium checks must be cashed by December 31 of the current year. Any checks not cashed will be void. No replacement checks will be issued after December 31 of the current year.
- XIV. BEDDING:** Exhibitors must be familiar with and comply with the specific competition requirements concerning bedding within each individual Department's competition requirements.
- XV. CAMPING:** On-ground camping is limited to pre-paid reserved camping spots only. Camping or overnight stays are not allowed in any parking lot or barn areas of the Authority.
- XVI. DOGS:** NO DOGS are allowed on the fairgrounds other than those on leash for direct competition or service animals, as set forth in section 6.2 of the Authority Rules, 8 CCR 1208-1.
- XVII. ENTRY ERRORS:** The Authority accepts entries as presented and does not check those entries for errors. Exhibitors are responsible for any errors in any entry form.
- XVIII. RESTRICTION ON STATE FAIR AUTHORITY EMPLOYEE PARTICIPATION:** No Authority employee may participate as an exhibitor or sign an entry form as an agent of an exhibitor, in any division or department in which the exhibitor is a department head, judge, or paid employee.
- XIX. PROHIBITION ON EXHIBITOR JUDGES:** No person who is an exhibitor, has an immediate family member who is an exhibitor, is in charge of an exhibit or division, is in charge of a group of exhibitors, or is a member of a group of exhibitors may act as a judge in any competition in which they are exhibiting or have family members who are exhibitors.

2023 GENERAL COMPETITION REQUIREMENTS

- XVII. PROHIBITION OF FAIR VOLUNTEERS TO BE JUDGES:** No person who is a volunteer within a Fair division may act as a judge in any competition within such division.
- XVIII. PROHIBITION OF INTERFERENCE WITH COMPETITIONS:** Direct criticism or interference with the judge, Fair or Management, other exhibitors, association representatives or show officials before, during or after the competitive event is prohibited. In the furtherance of their official duty, all judges, Fair and Management or other show officials shall be treated with courtesy, cooperation, and respect, and no person shall direct abusive or threatening conduct toward them. If any exhibitor, in any way, whether in person or by agent or representative, interferes with any judge during that judge's adjudication or behaves disrespectfully toward any judge or any Management, then Management may immediately remove said exhibitor from the judging area, may disqualify the exhibitor from further competition, may remove the exhibitor from the fairgrounds, may withhold any prizes that may have been awarded in any other event at the Fair and may be subject to a possible suspension from exhibiting at the Fair for a period of up to three (3) years.
- XIX. SPECIAL AWARDS:** Any special awards that any business or individual contributes for any competition must be collected directly from the business or individual. The Authority is not responsible for the redemption of these awards.
- XX. PREMIUM AWARDS:** Awards and ribbons have no cash value. Premiums will be paid only from the records of the judges' sheets. Premium checks will be issued as soon as auditing, drug testing, if applicable, and processing can be completed.
- XXI. MOTORIZED UTILITY VEHICLES:** Use of any motorized vehicle, including but not limited to, golf carts, motorcycles, mopeds, hoverboards, and scooters must be pre-approved by the General Manager who will base his determination on the applicant's demonstration of hardship without the ability to use such motorized vehicle prior to coming to the Fair.
- XXII. NON-MOTORIZED VEHICLES:** Use of any non-motorized vehicle, including, but not limited to, bicycles, skateboards, or scooters, is not allowed at any time.
- XXIII. FOOD AND LIVESTOCK HANDLING:** Because handling livestock may create

2023 GENERAL COMPETITION REQUIREMENTS

exposure to pathogens, including those related to zoonotic animal diseases, the Authority advises and reminds all participants to avoid consuming food in the livestock barns and to properly wash your hands when consuming food after being in the livestock barns or after handling livestock.

XXIV. DISTRIBUTION OF FOOD ON THE FAIRGROUNDS: Distribution or sale of food on the fairgrounds is restricted to those persons and vendors who have a fully executed vendor agreement with the Authority. The Authority reserves the right to confiscate any food items prepared for distribution or sale, including materials and accessories used to prepare such foods, and to impose discipline on any exhibitor who is so engaged, as set forth in Section IV, General Colorado State Fair Competition Requirements.

XXV. OFFICIAL ADDRESS AND PHONE NUMBER:

COLORADO STATE FAIR

1001 Beulah Avenue
Pueblo, CO 81004
(719) 561-8484
1-800-876-4567

General Entry – Ext. 2080
Horse Show – Ext. 2024 or 2025
Livestock – Ext. 2027

XXVI. COLORADO STATE FAIR TICKET INFORMATION - (719) 404-2070