

# **2023 LIVESTOCK EXHIBITOR AGREEMENT**

## **For All Livestock Species (Excluding Horses)**

**DEADLINE TO SUBMIT FORM: FEBRUARY 15, 2023**

**Return forms to: OSU Extension, Adams County  
215 N. Cross Street, Room 104  
West Union, Ohio 45693**

**4-H Members return forms with 4-H Member Enrollment forms. FFA & Other Junior Fair Organization Members should return forms individually or as a group.**

**To exhibit, show or sell an animal at the Adams County Fair, this Livestock Exhibitor Agreement must be completed and on file with the Adams County Agricultural Society. Any exhibitor that does not have a current Livestock Exhibitor Agreement on file may not exhibit, show or sell an animal at the Adams County Fair. A copy of this agreement is available upon request.**

**Exhibitor's Full Name (Please print): \_\_\_\_\_**  
**4-H Club/FFA Chapter Name: \_\_\_\_\_**

This Agreement is entered into between the **Adams County Agricultural Society, Inc.** (collectively, hereinafter "Fair Board") and the **Exhibitor** and his/her **Parents/Guardian**. In consideration for the privilege for the Fair Board allowing Exhibitor to exhibit his/her livestock at the Adams County Fair, and in consideration of Exhibitor showing livestock at the Adams County Fair, and for the mutual promises contained herein, Fair Board, Exhibitor and Parents/Guardian agree as follows:

1. Fair Board, Exhibitor and Parents/Guardian shall abide by and comply with the laws of the State of Ohio, regulations of the Ohio Department of Agriculture, the rules, regulations and decisions of the Fair Board as set forth in the Adams County Fair Program Book, this Agreement or otherwise established by Fair Board decision from time to time. Violations of any of the above, as determined by the Fair Board, in its sole discretion, shall subject Exhibitor and/or his/her Parents/Guardian to disciplinary action as set forth below in Paragraph 4.
2. Tampering as defined in this paragraph is absolutely and unconditionally prohibited and shall result in disciplinary action as set forth below in Paragraph 4.
  - (a) Definition. Tampering is defined to mean any one of the following:
    - (i) Misrepresentation as to breeding, age, ownership, custody, and/or any other irregularity in showing; or
    - (ii) the unethical fitting of livestock which shall include any cutting or tearing of the hide, cutting or tearing underneath the hide or removal of tissue in any attempt to alter the shape or appearance. It shall also include attempts to disrupt or change normal development, any dyeing or coloring of hair, adding artificial tail heads, switches, polls, hair and heels, as well as any attempt to change the conformation and degree of firmness by administration of fluids or air internally or externally in a liquid, solid or gaseous state; or
    - (iii) the use of any "unlawful substance" as that term is defined in the regulations of the State of Ohio Department of Agriculture, which includes herbal products such as CalfCalm, and diuretics for cosmetic purposes; or
    - (iv) engaging in a "prohibited practice" as that term is defined in the regulations set forth in the Ohio Administrative Code for the State of Ohio Department of Agriculture.
  - (b) Testing
    - (i) Grand and Reserve Grand Champions in Beef, Sheep, Swine, and Goats shall be tested immediately following show.
    - (ii) Exhibitor hereby permits and authorizes testing of his/her livestock, and Fair Board hereby reserves the right to select for testing any animal appearing in a livestock show or sale conducted by or under the direction of the Fair Board. The expense of such examination or testing shall be borne by the Fair Board. However, if tampering or a violation(s) of any of the rules and regulations of the Ohio Department of Agriculture or the Fair Board are found to exist, then, Exhibitor and his/her

Parents/Guardians hereby agree to reimburse the Fair Board for the cost of the examination or testing, and shall also be subject to any other disciplinary action as set forth below in Paragraph 4.

3. In the event of an alleged violation of any law, rule or regulation, or any term of this Agreement by an Exhibitor or his/her Parents/Guardians and/or assistants, unless immediate action is required by the Fair Manager or any Director of the Fair Board, the following procedure will be used:
  - (a) A hearing on the alleged violation shall be held by a designated committee consisting of certain Directors of the Fair Board and/or other qualified persons, as appointed by the President of the Fair Board, or a quorum of the Fair Board itself, at a date and time to be established as the sole discretion of the Fair Manager or President of the Fair Board.
  - (b) At the hearing, the Exhibitor, his/her immediate family, his/her Parents/Guardians, by themselves or through their attorney, or any other interested party may submit his/her evidence or comments on the issue of whether or not a violation occurred.
  - (c) Upon hearing the comments and/or evidence, the designated committee of Fair Board shall decide by majority vote, in its sole discretion, whether or not a violation has occurred.
  - (d) The Fair Board shall notify the Exhibitor, his/her Parents/Guardians, and/or immediate family of its decision on whether or not a violation has occurred and the disciplinary action to be taken pursuant to Paragraph 4.
  - (e) In the event an alleged violation of the laws, rules, regulations, or this Agreement is initiated by an Exhibitor, his/her Parents/Guardians, or other interested party through the protest procedure as set forth in the constitution, and rules and regulations of the Adams County Agricultural Society, then, said protest shall follow the procedures set forth in this paragraph.
4. The Exhibitor, his/her Parents/Guardians or any other person involved in any way in a rules violation by decision of the Fair Board, as set forth above, may be subject to any or all disciplinary as deemed appropriate by the Fair Board in its sole discretion, which may include, without limitation, any of the following:
  - (a) Reimbursement of costs and expenses;
  - (b) Disqualification from any exhibition;
  - (c) Disqualification of the exhibition livestock from any exhibition or sale;
  - (d) Continuing education;
  - (e) Public Advertisement;
  - (f) Probation;
  - (g) Reprimand
  - (h) Forfeiture or return of awards, prizes, premiums and proceeds.
  - (i) Prohibition from exhibition.
5. Any exhibitor participating in a championship class may not remove their entry from the championship class except for safety reasons, which must be approved by a fair director.
6. **Exhibitor hereby understands and agrees that the Junior Fair Grand Champion and Reserve Champion Swine, Sheep, Market Beef, Goats, Turkeys, Ducks, and Meat Pens of Rabbits and Chickens must go through the sales and shall be terminal at a place and time designated by the Fair Board.**
7. Exhibitor and his/her Parents/Guardians, for themselves and on behalf of the Exhibitor, hereby release, acquit and discharge the Fair Board or their duly authorized agents from any liability, losses, damages, or claims whatsoever type or nature arising out of or incident to, or in any way connected with the livestock exhibition, this Agreement, or its enforcement. In addition, Parents/Guardians shall indemnify and hold harmless the Fair Board or its duly authorized agents from any losses, liabilities or damages, including reasonable attorney fees arising out of or in any way connected with the livestock exhibition, this Agreement, or its enforcement.

Exhibitor's Signature: \_\_\_\_\_

Parents/Guardian's Signature: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_