

# 2024 MADE IN OKLAHOMA STORE at the OKLAHOMA STATE FAIR GUIDELINES

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AT THE OKLAHOMA STATE FAIR

## Welcome

Since 1907, the Oklahoma State Fair (OSF) has been one of the most anticipated events in the state by providing an ever-changing kaleidoscope of high quality, family-style entertainment. With a strong dedication to the best State Fair experience possible, the multitude of staff associated with planning and executing the OSF strives to exceed the highest expectations of all Fairgoers by building strong business relationships with quality Vendors. We look forward to working with contracted Vendors as we continue our strong heritage of education, entertainment and economic development. Please note: Oklahoma State Fair, Inc., shall be known as "OSF" and "event" refers specifically to the 2024 Oklahoma State Fair. These guidelines provide Vendors with the information necessary to ensure a smooth, positive and successful experience at the OSF. For the purposes of The Guidelines, the term "Vendor" translates as the equivalent of the term "Licensee," as referenced throughout the contract, license agreement, and other documents. It is the responsibility of each Vendor to be familiar with these policies, procedures and rules.

**OSF reserves the right to add, delete, interpret or amend rules and regulations contained herein as it deems necessary. Any variances or special permissions granted must be requested each year.**

## What is the Made In Oklahoma Store?

The Made In Oklahoma (MIO) Store (The MIO Store or the Store) is a special retail opportunity limited to MIO companies, with priority given to those participating in the official Oklahoma Department of Agriculture, Food and Forestry (ODAFF) program. The ODAFF MIO program assists Oklahoma agribusinesses in promoting agricultural products grown, processed or manufactured in Oklahoma to specialty retail outlets.

The MIO Store is a 3,600 sq. ft. retail space specifically designed and paid for by the Oklahoma State Fair and the Oklahoma Department of Agriculture, Food and Forestry. It is located in the Bennett Event Center during the annual State Fair.

The MIO Store has its own staff and marketing efforts. Accepted Vendors simply provide the approved product(s) on a consignment basis for a guaranteed minimum rent versus 30% of net sales, whichever is greater. The MIO Store staff will check-in, display and sell your product on the Vendor's behalf. Certain product categories may be excluded from this opportunity, including but not limited to beverages.

## Contact Info

1. The MIO Store may be reached throughout the year by email at [MIOStore@okstatefair.com](mailto:MIOStore@okstatefair.com) or by phone at (405) 948-6413 (please leave a message for a return call).

## Important Dates

1. Please reference the current year Important Dates Calendar, a separate document from these Guidelines.

## Admission (Gates & Parking)

1. Each Vendor is provided one (1) season parking pass and two (2) season gate passes. Anything additional must be purchased.

2. Single-day parking passes are not available for purchase in advance through the Store.
3. Outside gate admission and season parking can be purchased in advance using the Gate Admission and Parking Task in the OSF Exhibitor Portal when the task becomes available. Single-day tickets and season passes are available thru the posted deadline. After the deadline, prices and locations available for sales will change.

## Alcohol

1. Alcohol is not approved for sampling or sale in the MIO Store.

## Approved Items

1. All items are subject to approval by the MIO Store management team. Items not approved in advance, as per the Item Sales Addendum with the Vendor Contract, will be rejected.
2. All items should be delivered in the packaging as approved via the Jury process.
3. All items should be clearly labeled as to name, flavor/scent, etc. Food/consumable items also have the additional requirement that ingredients must be clearly visible on each item.
4. Substitutions may be requested in the event there is a production problem or other unforeseen circumstance preventing another item from being available. Substitutions must be requested by the deadline on the current year Important Dates calendar.
5. Items will be registered and sold for the price as listed on the Item Sales Addendum. Change requests must be made in writing by the deadline on the current year Important Dates calendar.
6. Promotional (discount) pricing may be requested, in writing, by the deadline on the current year Important Dates calendar. Some restrictions apply. Promotions are typically limited to a quantity discount (which should be divisible by an amount not subject to "rounding"), such as Regular Price is \$5, buy 3 or more for just \$4 each, etc.; however, Vendors may feel free to inquire in advance about specific requests.

## Assignment

1. Neither the contract nor any of the rights of the Vendor hereunder may be assigned, transferred, or sublet without the express, written consent of OSF.

## Barcodes & Labeling

1. All items for sale must be barcoded by the Vendor or by an MIO Store label for a fee paid by the Vendor. Items without a proper, usable barcode will be prohibited from display and sale and/or subject to label by the MIO Store for a fee.
  - a. Labels provided by the MIO Store must be adhered to the product by the Vendor.
2. Sales tracking is provided according to unique barcode. Therefore, any item approved for sale that the Vendor wishes to track individually must be labeled with a unique barcode. It is acceptable, if the Vendor so desires, to allow similar products, of item type, size and price, to be sold under one barcode if the Vendor does not require change in flavor or other quality to be tracked.
3. Barcodes are required at Jury in order to be registered into the system. Items submitted without a barcode, if approved, may be required to use an MIO Store label for a fee, to be applied by the Vendor at product delivery. Labels are \$.15 each.

4. Helpful hints for readable/usable barcodes:
  - a. Use ONLY numeric barcodes. Do not use letters or other characters.
  - b. Use barcodes of sufficient length to avoid possible conflict with another item in the MIO Store.
  - c. Do not print or place the barcode on the product in a place that is curved, spans two sides or falls partially under other product wrapping.
  - d. Take caution when using labels that are reflective, metallic, or otherwise colored. They can make it difficult for the equipment in the MIO Store to read.
  - e. Take care when dropping off product to ensure that products don't accidentally get labeled with the wrong barcode. The system solely uses the barcode to ID the product for sale at the register, and cashiers will not be held responsible for selling the item as labeled.

## Beverages

1. OSF has an exclusive agreement for the sale of non-alcoholic beverages such as soda, water, juice, energy drinks and other categories. Therefore, most ready-to-drink beverages will not be permitted in the Store. Exceptions to the beverage exclusivity such as coffee (beans/ground), tea (bags/powder), and specialty drinks that do not compete with the OKC Fairgrounds exclusive beverage provider may be considered. Beverage restrictions and allowances are subject to change without notice.

## Compliance with Laws

1. Vendor and its affiliates, officers, directors, managers, employees, shareholders, members, agents, and assigns shall comply with all laws, ordinances, rules and regulations of the United States, the State of Oklahoma, the County of Oklahoma, the City of Oklahoma City, and any government agency and shall not do or permit to be done anything in violation of such laws, ordinances, rules or regulations.

## Contracts

1. Vendors accepted into the Store will receive a contract to participate. Deposits on file from the Jury Process will be applied to the Guaranteed Rent. Contracts are not final until the Vendor provides all required rent, an accepted Item Sales Addendum, a W9 and properly submitted General and Product Liability Insurance.
2. Contracts not completed as per #1 above by the contract deadline are subject to cancellation without refund of any monies on file. Reinstatements, if approved, may be subject to a \$100 fee.

## Damages

1. Items found in a damaged condition after delivery by the Vendor (broken, not properly labeled for sale, "popped" lids on food, etc.) will be removed from stock and inventory. A return from inventory receipt will be provided to the Vendor.
2. Occasionally, individual items are broken or otherwise blemished by the public and/or store staff. The MIO Store will not be responsible for the value of those items.
3. Occasionally, items are mishandled or opened by the public rendering them unsellable. It is the responsibility of the Vendor to package items in a way that discourages or makes it less easy for the public to do so. Another deterrent to the opening of items by the public, typically related to wanting to smell a scent, is to provide testers. Testers will not be

counted in the inventory for sale.

4. If MIO Store staff damages items “in mass” (drops a case of properly boxed/packed goods, for example), the Store will reimburse the Vendor up to the wholesale cost.

## Insurance

1. Vendor shall procure and maintain, in full force at the Vendor’s expense, **Commercial General and Product Liability Insurance** policy covering claims, demands or actions arising out of or in connection with Vendor’s manufacturing, provision and distribution of product with the limits of such policy or policies to be no less than \$1,000,000 for each occurrence.
2. **Additional insureds must be listed as: Oklahoma State Fair, Inc.; City of Oklahoma City; Oklahoma City Public Property Authority; and Oklahoma Department of Agriculture, Food and Forestry.**
3. Coverage must be in effect for, at least, the month of September with a company having an AM Best rating of A- or better.
4. OSF must be the certificate holder, with correct mailing address, such that 10 days written notice prior to cancellation or modification is guaranteed. *See SAMPLE GENERAL LIABILITY INSURANCE CERTIFICATE.*

## Jury Process

1. Applicants should read The MIO Store Guidelines and submit the required information (application, W9), deposit (\$150), and one of each of the actual products for consideration (packaged exactly as they will be sold WITH the proper barcode) by the deadline on the Important Dates calendar.
2. In many instances it is acceptable to submit packaging/containers without actual product. High end items such as art, jewelry, clothing may submit one item in each category that represents all variations or in some cases may be allowed to be submitted by photo. Vendors should reach out to the Store coordinators in advance of Jury to ensure products and all applicable barcodes are properly submitted.
3. **The MIO Store will NOT retain product or barcode information from prior years. All products must be resubmitted each year.**
4. **See the section on Barcodes & Labeling for more information about how barcodes and labels must appear on submitted products. Each item that has a different price and/or variety to be tracked (regular pickles versus spicy pickles) MUST have a unique barcode. If it is not desired to track variations of the product (different flavors of the same size and priced jelly, for example), it is acceptable to submit under one barcode. HOWEVER, one of every variation of product MUST be submitted. Reports for the sale of items is by the barcode. It is extremely important that it is legible and meets the other requirements for sale in the Store.**
5. Items not received at Jury or received without the exact packaging or correct barcodes may be disqualified.
6. It is ideal to submit an application in advance of the official jury event; however, late applications may be accepted with a non-refundable \$50 late fee in addition to the other requirements. If the application is rejected, the rent deposit, minus any late fees, will be refunded.
7. In any scenario, jury items will not be returned to the applicant.
8. If selected to participate, the Vendor will receive a notification of what items were

- selected and what type of space was assigned. If acceptable, a contract will follow.
9. Once the jury application is available, Vendors may mail or drop off product.
    - Label: Oklahoma State Fair, Attn: Made In Oklahoma Store
    - Drop off: Monday – Friday (except for holidays), 9 a. m.– 4 p.m.
    - Deliver/Ship to: 3001 General Pershing Blvd., Oklahoma City, OK 73107
  10. If items are shipped, Applicants will be notified that items were received. OSF is not responsible for lost or late shipments. Applicants should feel free to check on receipt if there are any concerns.
  11. Jury results (acceptances and declines) and contracts are sent by email.

## Liability & Responsibility

1. **Independent Contractor:** The parties hereto shall be and remain independent contractors and do not intend to create any partnership, joint venture or similar relationship between them. MIO Store Vendor, as an independent contractor, shall exercise control of its operation and be solely responsible for all activities, injuries, and/or losses suffered by employees, agents, subcontractors, exhibitors, owners and/or assigned guests or volunteers at all times.
2. **Indemnity:**
  - a. OSF and ODAFF liabilities are limited to the performance and fulfillment of their specific obligations set forth in these guidelines and the MIO STORE LICENSE AGREEMENT (contract). MIO Store Vendor assumes full responsibility for and agrees to indemnify, hold harmless and defend the OSF, City of Oklahoma City, City of Oklahoma City Public Property Authority and ODAFF, and their present or future officers, employees, managers, members, representatives and agents (Indemnified Parties), from any and all losses or expenses of any kind, civil penalties, crimes, and causes of actions (including cost for defense, settlement and attorney fees) arising from or related to: death or bodily injury to any person; destruction, damage, loss or theft of any property; any violation of any law; or any other claim, cause of action damage or expense, which results from or arises out of any act or failure to act on the part of the MIO Store Vendor or any of its employees, agents, representatives, managers, members, subcontractors or guest or the breach of any warranty, representation or covenant contained in these guidelines or the LICENSE AGREEMENT.
  - b. Further, MIO Store Vendor understands and agrees that the Indemnified Parties do not assume responsibility for and are not liable for the results of any accident, damage, theft or loss to any person, property or business of MIO Store Vendor, while on the grounds at OSF, whether such accident, damage, theft or loss occurs during the time of preparation, the period of occupancy or the time of departure. Without limiting the generality of the foregoing, the Indemnified Parties shall not be liable for, and MIO Store Vendor expressly waives any liability of the Indemnified Parties relating to any business interruption, lost profits, any personal property of MIO Store Vendor and/or promoters, or any claim made against MIO Store Vendor by any OSF patron. To the fullest extent permitted by law, MIO Store Vendor hereby waives any claim against OSF and the Indemnified Parties and release them from any and all claims, known or unknown.

- c. OSF shall not be liable to MIO Store Vendor for damage and, likewise, MIO Store Vendor shall not be liable to OSF for damage for default in the performance of this contract where performance is made impossible by wars, strikes, fire, storm, flood, or other force majeure events, etc.

## Product Delivery (Initial, Restock) & Pick-Up

### 1. Initial Delivery

- a. Initial delivery of product must be made during move-in, according to the Important Dates calendar, **by appointment**. Proceed straight to the MIO Store located in the Bennett Event Center via the southeast door.
- b. **ALL products must come at the initial, scheduled product delivery appointment.** Shelf space will not be held for products that do not come at one time. Please plan a drop off appointment accordingly.
- c. Vendors must deliver a minimum of 12 of EACH approved item, unless otherwise instructed. **Ideally, Vendors who participated in the prior year will bring the amount of product that tracks with the prior year's sales or is at least half of the prior year's sales.** MIO Store coordinators will work with new Vendors on a good initial quantity. Conversely, Vendors bringing well in excess of what was sold in a prior year might have some quantity turned away.
- d. Fair packets will be issued at this time. Vendors not coming in person to deliver products will need to make arrangements to get their packet.
- e. Packets will NOT be mailed; they contain gate and parking credentials along with other very important information.
- f. Shipping Product: If shipping to OSF, it must arrive, on weekdays, between August 19-30.  
Ship to: Oklahoma State Fair, Attn: Made In Oklahoma Store  
3001 General Pershing Blvd., Oklahoma City 73107
- g. MIO Store coordinators will record the product according to a count provided by the Vendor. The MIO Store is not responsible for any discrepancies that may arise.

### 2. Restocking

- a. MIO Store coordinators will inform Vendors if supplemental product is needed during OSF.
- b. Deliveries must be made **by appointment**. The MIO Store will accept product deliveries starting at 8:30 a.m. daily.
- c. Vendors may drive into the OKC Fairgrounds gates using the parking pass provided. All vehicles must vacate the event area by 9:15 a.m. Deliveries after this time must be made by handcart from the parking lot.
- d. Items must be checked in by MIO Store coordinators and a receipt must be issued. In the event a coordinator able to check in product is not available, a receipt will be emailed to the Vendor.
- e. Product must be delivered in quantities designated by MIO Store coordinators. Product may be rejected if there is not sufficient space to store it.

### 3. Final Pick-Up

- a. Pick up of product must be made during move-out, according to the Important Dates calendar, **by appointment**. Proceed straight to the MIO Store located in the Bennett Event Center via the southeast door.

- b. A preliminary sales and turnback report will be provided to show inventory taken in and sold.
- c. Any product not picked up accordingly will be retained by the MIO program for other uses (promotional etc.) or discarded. No exceptions.

## Rent Deposit & Rates

1. Sales in The MIO Store are on a consignment basis. A minimum guaranteed rent for the type of display space is due up front and is versus 30% of net (after tax) sales, whichever is greater.
2. A rent deposit of \$150 (goes toward the minimum guaranteed rent) is due at Jury. Any additional minimum guaranteed rent is due at the contract deadline. Any Vendor not selected to participate will be refunded the rent deposit minus any applicable late fees.
3. Minimum guaranteed rent:
  - a. Shared shelf space: \$150
  - b. Refrigerator or Freezer Display: \$230
  - c. Specialty Display (inclusive of tables, walls, cabinets, and other stand-alone displays whether provided by the Store or the Vendor): \$500

## Sales Tax

1. As the retailer, The MIO Store will charge and collect 8.625% sales tax on all items sold as required and allowable by law. OSF will remit the collected tax directly to the Oklahoma Tax Commission. 8.625% is the current tax rate at the time these rules were updated; rates are subject to change without notice.

## Sampling / Production Demonstration

1. Sampling / Production Demonstration has proven to increase sales of items sampled or demonstrated. Items do NOT have to be a food product to qualify for time to be sampled or demonstrated. MIO Store coordinators will consider any application by a Vendor to sample / demo their products in an interactive, interesting way to the public. Space is flexible with advance planning.
2. There are four (4) stations at the main entry to the MIO Store. Opportunities must be scheduled in advance.
3. Sampling sessions are 3 hours and 30 minutes followed by 15 minutes of clean up. **Friday and Saturday closing shifts are 1-hour longer due to later building operations.**
4. Vendors should arrive 15 minutes before their sampling time. Allow plenty of time for OSF traffic and getting from the parking lot to the MIO Store. Late arrivals will not receive additional time and may lose their timeslot entirely.
5. Sampling sessions are \$25 per session; however, fees are capped at \$100 for any Vendor permitted for more than 4 sessions.
6. Slots will be assigned as fairly as possible, with preference given on a first-come, first-served basis to those who return the request form and full payment.
7. Any slots paid for that cannot be accommodated will be applied to final sales reconciliation or refunded as necessary.
8. Cancellations or no shows will not be refunded. No shows may be removed from any future times with no refund and/or may lose the opportunity to apply for sampling in the future.
9. Admission is required for OSF entry. Vendors should use the season passes provided with their contract or any additional outside gate admission tickets purchased.
10. Even though the Vendor is issued a parking pass, parking spaces are not guaranteed.



11. Vendors should bring a handcart/dolly to get materials to the MIO Store.
12. Some samples may need to be prepared in advance. There is no room/time for “complicated” on-site preparation or cooking.
13. Items to sample and all associated materials (i.e.: cups, plates, napkins, gloves) are to be provided by the Vendor.
14. If Vendors run out of item(s), they may be purchased from the shelf, for inventory control.

## Security

1. Security screening measures and special policies are in effect. Anyone on property for any purpose is subject to and must comply with all posted measures and policies whether provided at entry points, on the OSF website, in any written materials or as verbally issued by OSF Management or designated security personnel. Measures and policies are subject to change without notice.

## Space Assignment

1. Vendors may apply through the Jury Application for their desired space type. Final product placement is determined by the MIO Store coordinators based on availability and best design and product layout of the overall store.
  - a. Specialty Displays are limited to vendors with enough SKUs/unique products that are potentially high-volume sellers with exceptional packaging and interest to the public.
2. Most products will be displayed on shared shelf space, similar to how a grocery store might organize (all salsas together, jellies, etc.). Vendors whose product is selected for a specialty display will, in general, have all of their product assigned to the specific display regardless of item type.

# INSURANCE SAMPLE DOCUMENT

Please provide this sample certificate to your insurance agent or broker  
**Certificates must mirror this sample**

<b>ACORD®</b>		<b>CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MMDDYYYY) <b>CURRENT DATE</b>		
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.						
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. IF SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).						
<b>PRODUCER</b>		<b>CONTACT</b>				
Insurance Company name and address here		Insurance Agent Name				
		PHONE (A/C No, Ext): 999-867-5309		FAX (A/C, No):		
INSURED		EMAIL ADDRESS: JEN@STATEINSURANCE.COM				
		INSURER(S) AFFORDING COVERAGE		NAIC #		
Vendor name or DBA and address here  *Vendor name <b>must</b> match the contracted name		INSURER A: UNDERWRITER AT ABCD		1234		
		INSURER B:				
		INSURER C:				
		INSURER D:				
		INSURER E:				
		INSURER F:				
<b>COVERAGES</b>		<b>CERTIFICATE NUMBER:</b>		<b>REVISION NUMBER:</b>		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
<b>INSR LTR</b>	<b>TYPE OF INSURANCE</b>	<b>PRODUCER INSD WVD</b>	<b>POLICY NUMBER</b>	<b>POLICY EFF (MMDDYYYY)</b>	<b>POLICY EXP (MMDDYYYY)</b>	<b>LIMITS</b>
<input checked="" type="checkbox"/>	<b>COMMERCIAL GENERAL LIABILITY</b>	<input checked="" type="checkbox"/>	POLICY NUMBER	9/01/24	9/30/24	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
						GENERAL AGGREGATE \$ 1,000,000
						PRODUCTS - COM/POP AGG \$ 1,000,000
						\$
						COMBINED SINGLE LIMIT (Ea accident) \$
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
						EACH OCCURRENCE \$
						AGGREGATE \$
						\$
						PER STATUTE   OTHER
						E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)						
<b>The Following are listed as Additional Insured:</b>			<b>IMPORTANT NOTE:</b>			
A. Oklahoma State Fair Inc.			IF dates are listed in this field,			
B. City of Oklahoma City			they MUST cover the month of September.			
C. Oklahoma City Public Property Authority						
D. Oklahoma Department of Agriculture, Food, and Forestry (ODAFF)						
<b>CERTIFICATE HOLDER</b>			<b>CANCELLATION</b>			
PLEASE NOTE ADDRESS CHANGE Oklahoma State Fair, Inc 3001 General Pershing Blvd. Oklahoma City, Ok 73107			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			
			AUTHORIZED REPRESENTATIVE			
			AGENT Signature			

Insurer(s) affording coverage

Type of insurance and included coverage

Policy Limits must be same or greater than required in the contract

Policy coverage dates must include the entire month of September

**The COI must meet ALL mandatory requirements listed on this Sample COI to exhibit at The Oklahoma State Fair.**