



## THE MIDWAY *use permit*

THIS AGREEMENT, made \_\_\_\_\_, by and between Dodge County, parties of the first part, and:

Party of the second part, User: \_\_\_\_\_

The parties acknowledge the County owns The Midway and is primarily responsible for maintenance of this building and for operation of the Midway at the Dodge County Fairgrounds. Users renting The Midway will be managed by the "County" in connection with their event for purposes of this agreement.

1. **Facility.** User wishes to rent The Midway in connection with an event. This agreement only refers to The Midway. For purposes of this Agreement, "Facilities" shall mean (identified below):

**The Midway**

**Building Capacity:** 292

**Daily Rate:** \$750

**Wedding Rate:** \$3,000 (includes Friday afternoon, Saturday & Sunday until 10:00 a.m.)

**Damage Deposit Fee:** 50% of rental fee

**Alcohol Damage Deposit:** \$500

**Fireworks Permit Fee:** \$20

**Gambling Permit Fee:** \$20

**Garbage Removal Fee:** \$200

TO HAVE AND TO HOLD, the said premises just as they are, without any obligation of Dodge County staff to make any alterations, improvements, or repairs, for the term of \_\_\_\_\_ day(s) for the following purposes, to-wit:

2. **Event Rental Terms and Conditions.** User agrees it will be bound by all of The Midway Rental Requirements set forth in Exhibit A which is attached hereto. No other use is permitted. *Dodge County does not endorse all statements, symbols, and actions presented here.* User understands that other areas of the Dodge County Fairgrounds may be used by others during any of the periods covered by this permit. The County and the Dodge County Agricultural & Mechanical Society warrants that it will use its best efforts to limit other users from engaging in operations or activities that would interfere with User's enjoyment of the rights granted under this agreement.

I acknowledge on behalf of User(s) that I have had an opportunity to read the terms of this Permit in their entirety, I fully understand the terms of this Permit and the User(s) agree to be bound by the terms in connection with this event rental.

THIS PERMIT WILL BE NULL AND VOID if not executed and returned within 30 days or

Permit Due Date

**APPROVED:**

**1. User:**

User certifies that the appropriate person(s) have executed the Agreement on behalf of User, and if User is a partnership or corporation or governmental entity, User certifies that it has authority as required by applicable articles, bylaws, resolutions, or ordinances to sign this permit on behalf of User.

---

By (authorized signature)

---

Date

---

Title

**2. Dodge County:**

---

By (authorized signature)

---

Date

---

Title

**Contact Information:**

Dodge County Administration  
721 Main Street North, Dept. 31  
Mantorville, MN 55955  
Phone: 507-635-6239  
Fax: 507-635-6265  
Email: [Dodge.Admin@dodgecountymn.gov](mailto:Dodge.Admin@dodgecountymn.gov)

**The Midway Location:**

Dodge County Fairgrounds  
100 11<sup>th</sup> Street NE  
Kasson, MN 55944

## EXHIBIT A

### **THE MIDWAY FACILITY RENTAL REQUIREMENTS**

#### **I. Purpose:**

- A. Requirements for community use of The Midway and equipment, not including however other areas or buildings at the Dodge County Fairgrounds.

#### **II. Reservations:**

- A. Dodge County accepts reservations via walk-ins, email and telephone. All parties who intend to be responsible for the event – “Users”- will be required to sign The Midway Use Permit.
- B. When making a reservation the renter(s) must provide the following information:
  1. Date of Event
  2. Start Time
  3. End Time
  4. Event Description
  5. Contact Person
  6. Group/Organization Information
  7. Mailing Address
  8. Phone Number(s)
  9. Email Address
  10. Responsible Person (on site during event time)
  11. Responsible Person Contact Phone Number
  12. Estimated Attendance
  13. Is Alcohol Being Served
  14. License Number of Caterer (if applicable) including a copy of the permit and liability insurance – caterer must be used if alcohol is being served
  15. Special Requests/Concerns
  16. Room Set Up Style
  17. Equipment Requested
- C. Once information is obtained The Midway Use Permit will be sent out by mail or email. The User has 30 days to return the permit with facility use downpayment unless event is less than 30 days away. If an event is reserved within 30 days of event day, the permit and payment need to be made 10 days prior to event.

#### **III. Rental Fees and Damage Deposits:**

- A. Facility charges and sales tax, if applicable to be paid before event by cash, credit card, money orders or check made out to Dodge County for use of facilities, equipment, and staff time. A downpayment of 50% is due at the time this Use Permit is signed by the parties. If payment is not received at the office of Dodge County Administration Office, 721 Main Street North, Dept. 31, Mantorville, MN 55955, the date of the event will be released from the scheduling calendar and the County will not be obligated to make The Midway available to User for the event. Building rental rates are subject to 7.375% Sales Tax unless the User completes and returns a copy of the Minnesota Revenue Certificate of Exemption ST3 form at the time payment is due. Failure to fully complete said form will result in sales

tax being added to the facility rental fee. Full payment is due 10 days before the event. Payments can be made between the hours of 8:00 a.m. and 3:30 p.m. Monday through Friday at the Administration Office in the Government Services Building in Mantorville, MN.

- B. A damage deposit in the form of cash, cashier's check, or money order made out to Dodge County to cover any property damages and/or cleaning expenses which Dodge County incurs related to the event is required. Dodge County reserves the right to adjust deposit amounts based on party size and activities. The damage deposit must be paid a minimum of 10 business days before the event. Any remaining balance not needed to cover damage or cleaning expenses will be refunded to User as set forth in Section 6 below.

**IV. Cancellation or Failure to Occupy:**

- A. Should User cancel its event prior to the scheduled date less than 60 days prior to the commencement of the event, the County shall retain all deposits received as of the cancellation date. User shall reimburse the County for all costs incurred by County as of the cancellation date, and if User's deposits do not adequately cover the County costs, User will be responsible to the County for said charges. User must pay within 10 days of receiving an invoice from the County staff for said charges.

**V. Cleanup After Event:**

- A. After completion of use, User is required to return the inside and outside of the buildings back to their clean, safe and orderly pre-event condition. User is required to take down all decorations, pick up and properly dispose of litter, and debris, and any other items resulting from the use of the building(s) and/or parking lots in containers provided by User's solid waste services vendor. County has the right to remove any and all goods, wares, merchandise and other property or equipment associated with the event left behind on the site and User shall forfeit their damage deposit and reimburse County for any and all additional costs incurred for such removal.

**VI. User Responsible for Damage and Loss of Property:**

- A. User will be responsible for loss or damage to any County property used in conjunction with this event and for securing the premises as directed by law enforcement personnel with jurisdiction during said usage. Use of any temporary fencing or other crowd control equipment for the event must be submitted to the County for review and approval at least 10 calendar days prior to the commencement of the event. The County and the Dodge County Agricultural & Mechanical Society assumes no responsibility whatsoever for any property placed on the premises by User and User hereby releases the County and the Dodge County Agricultural & Mechanical Society from any liability of any kind for loss or damage to any such property.

**VII. Damage Deposit and Payment for Damage:**

- A. The damage deposit will be deposited into Dodge County's funds upon receipt pending the completion of the event. County Staff will inspect The Midway and/or parking lots and adjacent areas on the first business morning after rental use.
  1. If the rented building and/or parking lots are found to be in their pre-event condition which is clean, safe and orderly and there is no damage beyond ordinary wear and tear,

the damage deposit will be returned to User in the form of a check sent by certified mail with return receipt and postmarked within 30 (thirty) business days after the event date.

2. If custodial services are required after an event, the actual time and materials incurred by the County for the cleanup will be deducted from the damage deposit. Any damage incurred to walls, windows, or any other structural property will also be deducted from the damage deposit. If the cleanup and damages exceed the damage deposit paid, the User will be billed for the difference and payment in full will be due 30 days from the date of the invoice. A service charge of eight percent (8%) per annum will be assessed on account balances which remain unpaid beyond thirty (30) days from date of billing.

### **VIII. Music Licensing:**

- A. If a User intends to play music at an event by artists who are represented by performing rights organizations that collect royalties for their music (such as SESAC), it is the User's responsibility to make sure the DJ or musician has the necessary music licensing agreement authorizing Users and/or its performers or guests to play or perform licensed music at their event.

### **IX. Decorating/Building Set Up:**

- A. All events held at The Midway must be completed by Midnight. Cleaning must be completed and guests, decorations, party props, and all personal belongings will be removed by 10:00 a.m. of the day following the day of commencement of the event.
- B. Any signage or advertisement must be free standing and cannot be attached to any part of the building (beams, walls, doors, glass, etc.)
- C. If decoration is for the purpose of enhancing the appearance of the building for an event, the promoter/lessee must submit a plan to the Dodge County Administration Office thirty (30) days prior to the event for review and approval.
- D. No decoration or sign shall obscure any fire alarm pull stations, strobes, exit signage, or means of egress at any time.
- E. It will be the User's responsibility to do any and all decorating at the Users expense, using their equipment and labor to install and remove any and all approved decorations, as well as any and all material used or needed to hang or attach said decorations.
- F. NO Glitter or Confetti is allowed in the building.
- G. Spray painting is prohibited in the building.
- H. Tape may not be used for marking booth spaces unless approved by the Dodge County Administration Office. It is the User's responsibility to remove the tape marks and restore it to the condition which existed prior to the start of the event.
- I. No helium balloons are allowed in the buildings. If balloons are used, the User may be subject to fees associated with the removal and damage caused by balloons.
- J. No open flames are permitted in the building.
- K. Gas cans, portable LP, bottle gas or compressed air tanks are prohibited in The Midway.

- L. The User shall not use Dodge County logos or intellectual property to advertise the event, unless it is approved by Dodge County Administration Office.
- M. Decorations cannot be attached to or hung from any wiring, wire tray, or electrical equipment. Decorations can only be hung from pre-strung cable on the building's interior which has been specifically installed for the purpose of decorating the building's interior.
- N. The User will be held liable for any and all damage arising from installing, hanging, or removing said approved decorations in the building.
- O. If the User uses a 3rd party vendor to install/hang decorations for the event, the User will require vendor to have proof of liability insurance and workers compensation insurance and provide verification to the Dodge County Administration Office.
- P. If proof of insurance is not provided, installation of decorations will be denied by Dodge County Administration Office.
- Q. The User will be responsible for making a visual inspection of the premises, notifying and recording any defects to Dodge County Administration Office prior to installation of decorative elements.
- R. The User will assume responsibility for such defects if the inspection has not been completed.

**X. Lasers and Laser Lights:**

- A. For Public Safety reasons, only Class I lasers will be permitted. Use of Class II-IV lasers are prohibited within The Midway and grounds rented in connection with the event.

**XI. Sound Levels:**

- A. Dodge County Zoning Ordinance - 17.19.6 NOISE  
All uses shall comply with the standards governing noise as regulated by the Minnesota Pollution Control Agency (MPCA), Minnesota Rules Chapter 7030, as amended. Nuisance noise may be mitigated by the county through permit conditions. Uses for which noise is determined to be a "public nuisance" as defined in Chapter 4 of the Ordinance shall be subject to termination of the use.
- B. Users shall maintain event sounds at a decibel level that will ensure that other events and activities occurring elsewhere at the Dodge County Fairgrounds and in the immediate area surrounding The Midway are not disturbed. Dodge County Administration staff, or their designee, reserves the right to require sound levels to be lowered if requested to ensure that no unreasonable disturbance occurs.

**XII. Package Inspections:**

- A. For safety and security reasons, cartons, packages, or other containers brought in or removed from The Midway may be subject to inspection at any time.

**XIII. Rigging:**

- A. The Dodge County Administration Office must approve all rigging and reserves the right to retain consultants at the User's expense to review or verify rigging specifications. Nothing may be attached to any of The Midway electrical or mechanical system. This includes but is not limited to, ducts, electrical conduit or race ways, plumbing, acoustical baffles, or sprinkler pipes. All rigging at The Midway must be in accordance with national, state, and local safety codes, including, but not limited to OSHA, and Dodge County Policies.

**XIV. Surface Drilling:**

- A. Drilling holes into the Floors, Walls or Ceilings of The Midway in connection with an event is strictly prohibited.

**XV. Capacities:**

- A. The Midway has a maximum occupancy of 292, which may not be exceeded. Dodge County Administration staff, or their designee, reserves the right to deny further entry into these buildings in order to protect public safety if it determines that the maximum occupancy limits for an event have been exceeded.

**XVI. Pyrotechnics:**

- A. The County must be advised in writing thirty (30) days prior to event commencement if pyrotechnics will be used during the presentation of this event. Application for a permit shall be submitted to the Accounting Services Director in the Administration Office not less than thirty (30) days prior to the date of the proposed display.

**XVII. Animal Restrictions:**

- A. No animals are allowed in The Midway, with the exception of certified service animals. Certification proof must be provided upon requested.

**XVIII. Ticketing:**

- A. The County shall not be liable to User or to any other persons for any loss, theft or misappropriation of funds thereof in connection with tickets sold for the event. User shall be strictly responsible for ensuring that no tickets are presented for admission to a concert, entertainment or exhibition in excess of the seating capacity of the facilities rented under this contract.

**XIX. Obstruction:**

- A. User shall not obstruct any portions of the sidewalks, entries, passages, halls or accesses to public utilities serving The Midway or use the same for any purpose other than ingress and egress to and from the leased premises. User will permit no chairs, movable seats or other obstructions to be or remain in the entrances, exits or passageways and will keep the entrances, exits and passageways clear at all times. The bathrooms shall not be used for any purpose other than for which they were constructed such as toilets and urinals for human waste and sinks for washing hands and all sweepings, rubbish, rags, papers or other substances shall be deposited into designated waste receptacles. User shall pay for any damage resulting to bathrooms from misuse.

**XX. Tobacco:**

- A. Dodge County observes and supports the Minnesota Clean Indoor Air Act. All County buildings, including The Midway, in their entirety, shall be designated as tobacco free, meaning that smoking in any form, through the use of, tobacco products (pipes, cigars and cigarettes) or “vaping” with e-cigarettes is prohibited while in a County facility.
- B. User will be responsible to make periodic announcements over the public address system regarding the facility’s “NO Tobacco Products” policy and direct tobacco Users to the designated tobacco use zones on the grounds. The User must fully cooperate in enforcing the tobacco products policy. Further, User shall not permit open flames to be used at any time on the premises except as part of a theatrical presentation and with advance permission of the County.

**XXI. Cannabis Products, Hemp Derived Consumer Products and Low-Potency Hemp Edibles:**

- A. “Cannabis products” means any of the following:
  1. cannabis concentrate as defined in Minn. Stat. Sec. 342.01, Subd. 15;
  2. a product infused with cannabinoids, including but not limited to tetrahydrocannabinol, extracted or derived from cannabis plants as defined in Minn. Stat. Sec. 342.01, Subd. 19, or cannabis flower as defined in Minn. Stat. Sec. 342.01, Subd. 16; or
  3. any other product that contains cannabis concentrate.
- B. “Hemp derived consumer products” means a product intended for human or animal consumption, does not contain cannabis flower or cannabis concentrate, and
  1. Contains or consists of hemp plant parts as defined in Minn Stat. Sec. 342.01, Subd. 37;
  2. Contains hemp concentrate or artificially derived cannabinoids in combination with other ingredients as defined in Minn Stat. Sec. 342.01, Subd. 37.
- C. “Low-potency hemp edible” means any of the following as defined in Minn. Stat. Sec. 342.01, Subd. 50:
  1. Is intended to be eaten or consumed as a beverage by humans;
  2. Contains hemp concentrate or an artificially derived cannabinoid; in combination with food ingredients;
  3. Is not a drug;
  4. Consists of servings that contain no more than five milligrams of delta-9 tetrahydrocannabinol, 25 milligrams of cannabidiol, or any combination of those cannabinoids that does not exceed the identified amounts;
  5. Does not contain more than a combined total of .5 milligrams of all other cannabinoids per serving;
  6. Does not contain an artificially derived cannabinoid other than delta-9

tetrahydrocannabinol;

7. Does not contain a cannabinoid derived from cannabis plants or cannabis flower; and
8. Is a type of product approved for sale by the office or is substantially similar to a product approved by the office, including but not limited to products that resemble nonalcoholic beverages, candy, and baked goods.

It includes but not limited to cannabis related products, beverages, edibles, their electronic equivalents such as electronic devices, hemp derived consumer products as defined in Minn. Stat. Sec. 342.01, Subd. 37 and low-potency hemp edibles as defined in Minn. Stat. Sec. 342.01, Subd. 50.

The Midway is a cannabis product free facility. User will be responsible to make periodic announcements over the public address system regarding the facility's "NO Cannabis Products" policy. The User must fully cooperate in enforcing the cannabis products policy.

**XXII. Recycling:**

- A. User agrees to comply with the recycling regulations of Dodge County Environmental Services Department by separating refuse into solid waste and recycling and depositing recycling into the containers provided for glass, aluminum, and cardboard.

**XXIII. Americans With Disabilities Act Compliance:**

- A. User shall be solely responsible for complying with any requirements of the Americans with Disabilities Act (ADA) relating to any non-permanent accessibility requirements of the ADA, including but not limited to seating arrangements, auxiliary aids, set-up or organization by any group participating in the event or by the agents or other representatives of User. User shall indemnify and hold harmless the County and the Dodge County Agricultural & Mechanical Society for all liability, claims, fines, penalties, attorneys' fees and costs arising from User's non-permanent accessibility arrangements provided in connection with the event, but not for those arising solely from any failure of the physical structures, permanent facilities or permanent building access to comply with the ADA.

**XXIV. Facility Management:**

- A. The privileges granted to User herein shall not be construed as a waiver of management rights, and the County retains full and complete rights to manage and control the rented premises and to enforce all rules and regulations it deems necessary for the management and control of said premises. The County's management may enter and have access to the areas furnished hereunder at any time, and authorized personnel may enter at reasonable times necessary to the performance of their duties. The County reserves the right to eject any disorderly person or persons from said building(s) and upon the exercise of this authority through the County's law enforcement representatives or private security guards, User hereby waives any rights and all claims against the County and the Dodge County Agricultural & Mechanical Society for damages arising from such occurrences. Unless otherwise specified in writing, County shall be permitted to schedule other similar events both before and after the dates of this Event without notice to User.

**XXV. Responsibilities and Liabilities:**

- A. User agrees that it shall use its best efforts to insure everyone connected with said event complies with all laws, administrative regulations and executive orders of the United States, the State of Minnesota and all applicable Dodge County and Kasson city ordinances, and directives of the Dodge County Sheriff's Department and Kasson Fire Department or the Kasson Police Department or Public Health Department. This specifically includes, but is not limited to, following all directives of Minnesota and Dodge County Public Health officials during any peacetime pandemic emergency intended to stop the spread of disease such as prohibitions on large public gatherings, the wearing of masks, requiring social distancing, etc. during an event. User will not do, nor allow to be done, anything on said premises during the term of this Agreement in violation of any such laws or ordinances. If the attention of Dodge County Administration staff, or their designee, is called to such violation on the part of the User, or any person employed by or admitted to the premises by the User, User will immediately desist from and correct such violations. User agrees that all discretionary acts of the County which are granted to it or reserved by it hereunder shall be left to Dodge County Administration staff, or their designee, to exercise as it sees fit.

#### **XXVI. Rental Rates:**

\*Facility Information can be found at:  
[https://www.co.dodge.mn.us/departments/adminstration/the\\_midway/](https://www.co.dodge.mn.us/departments/adminstration/the_midway/)

Dodge County Administration reserves the right to negotiate alternative pricing of facilities for events occurring on Mondays-Thursdays. For events occurring on Fridays, Saturdays, and Sundays, the prices listed on page 1 are non-negotiable unless booking an event for one of those days less than 5 days prior to the commencement of an event.

There shall be no more than one (1) event on site on any given day.

#### **XXVII. Use of Alcoholic Beverages During Events**

- A. All Alcoholic Beverages served at The Midway can only be served by a licensed caterer. Caterer License Number: \_\_\_\_\_
- B. Each event where alcoholic beverages will be served shall require a damage deposit of \$500. This damage deposit shall be due no later than 7 days prior to the event and shall be payable by cash, money order, or cashier's check.
- C. Law Enforcement (licensed Sheriff's Deputies or Dodge County Sheriff's Posse members) must be hired by the event organizer. Law Enforcement must be present when alcoholic beverages will be served at any of the following types of events:
  1. Event requires an admission charge—i.e., concerts, dances,
  2. Event is promoted through the use of public advertising or public solicitation
  3. Event has an anticipated occupancy level of 292 people or higher
  4. Wedding receptions
- D. Law Enforcement requirements shall be determined by the Dodge County Sheriff's Office.

- E. Whenever alcoholic beverages are sold in connection with an event, food must be available for patrons attending the event.
- F. Personnel employed by a Licensed Liquor Vendor (bartender(s)) that have been pre-approved by Dodge County Administration staff are the only person(s) permitted to serve alcoholic beverages at the event.
- G. Personnel employed by a Licensed Liquor Vendor (bartender(s)) reserve the right to refuse service of alcoholic beverages to any person in attendance at an event.
- H. No alcoholic beverages shall be removed from the event premises. Alcohol is not permitted outside the premises rented for the event or The Midway parking lot.
- I. No alcoholic beverages shall be brought onto the premises by persons attending an event except by personnel employed by a Licensed Liquor Vendor (bartender(s)).
- J. No alcohol is allowed at ANY event involving the celebration of a significant event for a minor. For example, High School Graduation, Christening, Birthday Party for any person under the age of 21, etc. are included in this ban. Any event organizer found to have misrepresented the nature of an event in an effort to bypass the above rule shall forfeit their entire damage deposit as penalty.
- K. If persons under the age of 21 attending the event are consuming alcoholic beverages, it shall result in immediate termination of the rental agreement and eviction of the event attendees from the premises leased for the event and all damage deposits posted by event organizers will be forfeited with no refund.
- L. If an event is booked as an event where alcoholic beverages will not be served and it is later determined that alcoholic beverages were served at the event, it shall result in immediate termination of the rental agreement and eviction of the event attendees from the premises leased for the event and all damage deposits posted by event organizers will be forfeited with no refund.
- M. Alcoholic beverages may be sold at a The Midway event for a period not to exceed six hours from the start of the event.
- N. For evening events, 11:15 p.m. shall be “Last Call”, 11:30 p.m. liquor sales shall end, and between 11:30 p.m. and 12:00 a.m. clean-up of the bar area and event space shall occur.
- O. Dodge County Administration reserves the right to suspend service of alcoholic beverages at any time, for any reason, and without prior warning/notice in order to protect public health and safety and to help ensure that damage to County property and private property does not occur.
- P. Event organizers are ultimately responsible for the behavior of the people who attend their event.

### **XXVIII. Licensing Requirements:**

- A. The permittee, event host, all subcontractors and/or any employee working for the permittee, event host, or subcontractor shall be properly licensed and/or permitted by the state for all event activities and services provided on site.

## **XXIX. Insurance Requirements:**

All renters must provide an event certificate of insurance listing: Dodge County and the Dodge County Agricultural & Mechanical Society as additional insured. The certificate must be presented prior to receiving the building key. (A certificate can typically be obtained through your homeowner's insurance carrier.)

Event certificate must show proof of comprehensive public liability and property damage insurance issued by a Minnesota licensed insurance carrier two weeks prior to taking occupancy of the leased area. The Certificate of Insurance shall provide that the insurance may not be canceled prior to termination of this Agreement. Said insurance shall provide a single or combined limit occurrence based general liability insurance policy, which shall include a broad form comprehensive liability endorsement and a contractual endorsement, which shall include the following coverages at a minimum:

Bodily Injury/Property Damage	<u>\$ 500,000 per person</u>
	<u>\$1,500,000 per occurrence</u>

against claims for bodily injury, death or property damage occurring on, in or about The Midway and adjoining streets and sidewalks, for bodily injury and property damage resulting from any one occurrence in connection with User's event. Said certificate shall include this specific language for events: "The certificate holder and Dodge County and the Dodge County Agricultural & Mechanical Society are listed as additional insureds with respect to general liability coverage for the event \_\_\_\_\_ (describe event here) being held \_\_\_\_\_ (event start date/time) to \_\_\_\_\_ (event end date/time) at The Midway."

## **XXX. The Midway Management**

- A. At the discretion of Dodge County Administration staff, or their designee, has the right to cancel events immediately if they determine that the continuance of the event poses a threat to safety of its attendees, staff, or other third parties of the event who could become physically harmed if the event continued or if the event creates a public disturbance.
- B. Dodge County Administration staff, or their designee, reserves the final and absolute right to interpret these rules, settle and determine all matters, questions and differences in regard thereto, or otherwise arising out of, connected with, or an incident at The Midway.

## **EXHIBIT B**

### **The following ADVERTISING POLICY shall only apply if The Midway is rented for an event.**

#### **I. PURPOSE**

Dodge County operates The Midway at the Dodge County Fairgrounds. The Midway operations are funded by a combination of federal, state, and local funds, including taxes, as well as revenue from events held there.

By allowing limited types of advertising, Dodge County does not intend to create a public forum for public discourse or expressive activity, or to provide a forum for all types of advertisements. Dodge County's purpose in allowing advertising/signage is to generate additional revenue to augment The Midway operating budget.

#### **II. APPLICATION OF ADVERTISING POLICY**

This Advertising Policy applies to the posting of event signage on county property and will be allowed to remain posted for the duration of that event.

#### **III. DEFINITIONS**

"Advertising Sign" means a sign that directs attention to a business, service, product, event, or location not related to or on the premises where the sign is located.

"Advertising Slide" means a panel on an advertising sign which is intended to direct attention to a business, service, product, event, or location not related to or on the premises where the sign is located.

"Event Slide" means a panel on an advertising sign which is intended to direct attention to an event to be held on the grounds within The Midway.

"Government Entity" means any unit of government located in Dodge County other than the County such as a city, township, or school district.

"The Midway" means the real property owned by Dodge County which is known as The Midway, and which was previously known as the Dodge County Fairgrounds.

"Sponsor" means any entity that the County may contract with regarding the placement or sale of advertising at The Midway.

#### **IV. POLICIES**

##### **PERMITTED ADVERTISING CONTENT**

The following classes of advertising are authorized on fairgrounds signage if the advertisement does not include any material that qualifies as Prohibited Advertising under Section IV B of this Advertising Policy:

1. Any advertising intended to promote an event to be held on the grounds of The Midway. Notwithstanding any restrictions listed in the Prohibited Advertising section of this Policy, an event slide on an advertising sign at The Midway is permitted to promote an event to be held at The Midway, even if that event slide may display content that would otherwise be prohibited if

contained on an advertising slide. However, all advertising that promotes or solicits the sale, rental, distribution or availability of firearms or firearms-related products or depicts the use of a firearm must include the participation of a federally licensed firearms dealer as defined in 18 U.S.C. Section 921 that complies with applicable legal requirements for transfer of a firearm pursuant to 18 U.S.C. Section 922 at any event to be held on the grounds of Dodge County Fairgrounds.

2. Commercial and Promotional Advertising. Commercial and Promotional Advertising primarily promotes the sale, lease, rental, distribution or availability of goods, services, food, entertainment, events, programs, transactions, donations, products, or property (real or personal) for commercial or noncommercial purposes or more generally promotes an entity that engages in such activities.
3. Governmental Advertising. It is Dodge County's intent that governmental signage will not be used for comment on issues of public debate.
4. Public Service Announcements. Dodge County recognizes that its signage requirements and its overall mission are promoted by allowing Public Service Announcements. First, such announcements engender goodwill with the public because Dodge County is seen as a caring and active participant in the communities it serves.

A Public Service Announcement must satisfy the following criteria:

- A. The sponsor of the Public Service Announcement must be a government entity or a nonprofit corporation that is exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. At the time of submission of a proposed advertisement, the sponsor shall submit documentation of its 501(c)(3) status to the Dodge County Administration staff.
- B. The Public Service Announcement may not include a message that is primarily commercial or retail in nature or related to a festival, show, sporting event, concert, lecture, or event for which an admission fee is charged.
- C. The Public Service Announcement must be directed to the general public or a significant segment of the public and relate to:
  1. Prevention or treatment of illnesses;
  2. Promotion of safety or personal well-being;
  3. Provision of children or family services;
  4. Solicitation by broad-based employee contribution campaigns which provide funds to multiple charitable organizations; or
  5. Provisions of services and programs that provide support to low-income citizens and citizens with disabilities.

#### **A. PROHIBITED ADVERTISING CONTENT**

Advertising is prohibited on Dodge County property if it includes any of the following content, or includes an Internet address that directly links to, any of the following content:

1. Political. Advertising promoting or opposing a political party or promoting or opposing the election of any candidate or group of candidates for federal, state, or local office. Advertising

promoting or opposing initiatives, referendums, or other ballot measures.

2. Public Issue. Advertising, expressing or advocating an opinion, position, or viewpoint on matters of public debate about economic, political, religious, or social issues.
3. Prohibited Products, Services or Activities. Any advertising that (i) promotes the sale, rental, or use of, or participation in, the following products, services, or activities; or (ii) that uses brand names, trademarks, slogans, or other material that are identifiable with such products, services, or activities:
  - a) Tobacco/Nicotine. Tobacco or nicotine products, including but not limited to, cigarettes, cigars and smokeless tobacco and their electronic equivalents such as electronic devices;
  - b) Alcohol. Beer, wine, distilled spirits or any alcoholic beverage licensed and regulated under Minnesota law, however, this prohibition shall not prohibit advertising that includes the name of a restaurant;
  - c) Adult/Mature Rated Films, Television or Video Games. Adult films rated "X" or "NC-17", television programs rated "TV-14 or TV-MA", or video games rated "T" or "M" or "A" by the ESRB;
  - d) Adult Entertainment Facilities. Adult bookstores, adult video stores, nude dance clubs and other adult entertainment establishments;
  - e) Cannabis Products. "Cannabis products" means any of the following:
    - 1) cannabis concentrate as defined in Minn. Stat. Sec. 342.01, Subd. 15;
    - 2) a product infused with cannabinoids, including but not limited to tetrahydrocannabinol, extracted or derived from cannabis plants as defined in Minn. Stat. Sec. 342.01, Subd. 19, or cannabis flower as defined in Minn. Stat. Sec. 342.01, Subd. 16; or any other product that contains cannabis concentrate. It includes but is not limited to cannabis related products, beverages, edibles, and their electronic equivalents such as electronic devices.
    - 3) any other product that contains cannabis concentrate.
4. Illegal Activity. Any signage that promotes an activity or product that is illegal under federal, state, or local law.
5. Sexual and/or Excretory Subject Matter. Any signage that contains or involves any material that describes, depicts, or represents sexual or excretory organs or activities in a way:
  - a) Which the average adult person, applying contemporary community standards, would find, when considered as a whole, appeals to the prurient interest of minors in sex; and
  - b) Which is patently offensive to contemporary standards in the adult community as a whole with respect to what is suitable material for minors to see; and
  - c) Which, when considered as a whole in the context in which it is used, lacks serious literary, artistic, political, medical, health or scientific value; or

- d) Which depicts, or reasonably appears to depict, a person under the age of eighteen (18) exhibiting his or her sexual or excretory organs or engaging in sexual or excretory activities.

For purposes of this subsection, "sexual or excretory organs" shall mean and include the male or female pubic area, anus, buttocks, genitalia, or any portion of the areola or nipple of the female breast and "sexual or excretory activities" shall mean and include actual or simulated sex acts of every nature (including but not limited to touching of one's own or another's clothed or unclothed sexual or excretory organs), urination and defecation.

- 6. False or Misleading. Any material Dodge County knows, or the party submitting the signage knows or reasonably should have known is false, fraudulent, misleading, and deceptive or would constitute a tort of defamation or invasion of privacy. Sponsors are responsible for ensuring that their signage is adequately substantiated and comply with all applicable laws, regulations, and guidelines.
- 7. Copyright, Trademark or Otherwise Unlawful. Signage that contains any material that is an infringement of copyright, trademark, or service mark, or is otherwise unlawful or illegal.
- 8. Profanity or Violence. Signage that contains any profane language, or portrays images or descriptions of graphic violence, including dead, mutilated, or disfigured human beings or animals, the act of killing, mutilating or disfiguring human beings or animals, or intentional infliction of pain or violent action towards or upon a person or animal.
- 9. Firearms. Signage that promotes or solicits the sale, rental, distribution or availability of firearms or firearms-related products or depicts the use of a firearm is prohibited unless a) the retailer is a federally licensed firearms dealer as defined in 18 U.S.C. Section 921 that complies with applicable legal requirements for transfer of a firearm pursuant to 18 U.S.C. Section 922 or b) the firearms signage is in connection with an event that will include the participation of a federally licensed firearms dealer as defined in 18 U.S.C. Section 921 that complies with applicable legal requirements for transfer of a firearm pursuant to 18 U.S.C. Section 922.
- 10. Harmful or Disruptive to The Midway. Any material that is so objectionable under contemporary community standards as to be reasonably foreseeable that it will result in harm to, disruption of, or interference with regular activities at The Midway or Dodge County Fairgrounds.
- 11. Insulting, Degrading or Offensive. Any material directed at a person or group that is so insulting, degrading, or offensive as to be reasonably foreseeable that it will incite or produce imminent lawless action in the form of retaliation, vandalism or other breach of public safety, peace and order.
- 12. Disparaging. Any signage that is intended to be (or reasonably could be interpreted as being) disparaging, disreputable, or disrespectful to organizations, including Dodge County, Dodge County Agricultural & Mechanical Society or The Midway, persons, groups, or businesses, including signage that portrays individuals as inferior, evil or contemptible because of their race, color, creed, religion, national origin, sex, marital status, familial status, disability, public assistance status, age, sexual orientation, local human rights commission activity or any other characteristic protected under federal, state or local law.
- 13. Lights, Noise and Special Effects. Flashing lights, sound makers, mirrors or other special effects that interfere with the safe operation of vehicles or pedestrians on public right of ways adjacent to The Midway or the Dodge County Fairgrounds.

14. Government Comments on Issues of Public Debate. Advertising from a governmental entity that takes a position on an issue of public debate.
15. Endorsement. Signage that implies or declares an endorsement of Dodge County, Dodge County Agricultural & Mechanical Society or another government entity within its area, of any service, product, or point of view, without written authorization from Dodge County, Dodge County Agricultural & Mechanical Society or the other government entity.

## **V. ADDITIONAL REQUIREMENTS**

Any signage in which the identity of the sponsor is not readily and unambiguously identifiable must include the following phrase to identify the sponsor in clearly visible letters:

“Signage paid for by \_\_\_\_\_ [name of sponsor]”

## **VI. PROCEDURES**

Questions regarding the terms, provisions and requirements of this Advertising Policy shall be addressed to the Dodge County Administration staff.

- A. Submission of Signage. All proposed signage must first be submitted by the sponsor to the Dodge County Administration staff and/or Dodge County Attorney’s Office for initial compliance review. Dodge County Administration staff and/or Dodge County Attorney’s Office staff shall be responsible for performing a thorough evaluation of the submission to assess its compliance with this Advertising Policy. If the signage sponsor purports to be a 501 (c) (3) organization submitting a Public Service Announcement, it shall provide to the Dodge County Administration staff documentation demonstrating its 501 (c)(3) status.

Dodge County Administration staff may at any time discuss with the entity proposing the signage one or more revisions to signage, which, if undertaken, would bring the signage into conformity with this Advertising Policy.

If Dodge County Administration staff and/or Dodge County Attorney’s Office is unable to make a compliance determination, Dodge County Administration staff shall promptly send the final version of the signage, along with the names of the sponsor, the size and number of the signage, the approximate dates and locations of the display, and, to the extent applicable, documentation demonstrating the sponsor’s 501 (c)(3) status, to Dodge County Attorney, or their designee, for further review.

- B. Authority of Dodge County. The ultimate authority to determine whether a particular sign complies with this Advertising Policy rests with Dodge County.

In the event Dodge County Administration staff in contravention of this Advertising Policy approves signage that Dodge County ultimately determines is not in compliance with this policy, the sponsor shall, upon request from Dodge County Administration staff, remove the signage within 24 hours. In the event Dodge County directs the removal of any such sign, it shall provide the sponsor with the opportunity to revise the sign and/or pursue an appeal of that decision in compliance with Sections VI.C(2) and/or (3) below.

- C. Determination of Compliance. Dodge County Administration staff, and/or Dodge County Attorney’s Office or their designee, shall determine whether a particular signage submitted

by the sponsor complies with this Advertising Policy. In reaching this determination, Dodge County Administration staff, or their designee, may consider any materials submitted by the sponsor, and/or and materials publicly available, and may consult with the County Administrator and/or County Attorney.

If the Dodge County Administration staff, or their designee, determines that the signage does not fall within any of the categories set forth in Section IV.B above, the Dodge County Administration staff, or their designee, shall notify the sponsor of this determination. In the event Dodge County Administration staff, or their designee, determines that a sign falls within one or more of the prohibited categories set forth in Section IV.B above, he/she may seek additional policy review by consulting with the Dodge County's County Attorney's Office. If Dodge County Administration staff determines the signage is not in compliance with this policy, then:

1. **Notification of Non-Compliance.** Dodge County Administration staff, or their designee shall provide the sponsor with a copy of the Advertising Policy and the written explanation for the decision.
2. **Opportunity for Revision by Sponsor.** Upon receipt of a decision of non-compliance, the sponsor may provide proposed revisions to the signage to the Dodge County Administration staff. If the Dodge County Administration staff or their designee, determines the proposed revisions do not bring the signage into compliance with the Advertising Policy, this decision may be appealed to the County Administrator within 5 business days of the denial. The County Administrator may consult with the County Attorney's Office concerning this appeal and upon reaching a decision, shall provide a written explanation for the decision within ten (10) days after receiving the notice of appeal.
3. **Appeal of Decision.** A sponsor may request review of a decision by the Dodge County Administration staff by the Dodge County Board by filing a notice of appeal with the Dodge County Attorney's Office within 10 days of issuance of the decision by the Dodge County Administration staff to be considered at the next regularly scheduled meeting of the County Board. The County Board shall provide a written explanation for decisions concerning its review within thirty (30) days of the appeal hearing, a copy of which shall be mailed to the sponsor. This determination shall be deemed final.

## **VI. RESPONSIBILITIES**

Dodge County is responsible for the implementation of The Midway Advertising Policy.

DODGE COUNTY HAS CREATED THIS POLICY BASED ON A POLICY ADOPTED BY OLMSTED COUNTY, ROCHESTER, MINNESOTA, AND GRATEFULLY ACKNOWLEDGES ITS ASSISTANCE.

## **EXHIBIT C**

The Dodge County Board of Commissioners does ordain as follows:

### **ESTABLISHMENT OF SECTIONS 100-1900 OF THE MIDWAY RULES AND REGULATIONS**

**Section 1. Section 100 of the Dodge County Rules and Regulations is hereby created and enacted to read as follows:**

**100. APPLICATION** – The following rules and regulations shall apply to the Dodge County Administration staff. The Midway Rules and Regulations have been specifically approved by the Dodge County Board of Commissioners. In addition, in the event a person or organization has rented The Midway in connection with an event, to the extent the requirements of the Facility Use Permit may conflict with these Rules and Regulations, the requirements of the Facility Use Permit shall supersede these Rules and Regulations inside the rented building for the duration of the event. In addition, in the event a person or organization has rented The Midway in its entirety including the building and outdoor common areas pursuant to an agreement with the County or the Dodge County Agricultural & Mechanical Society, to the extent the requirements of the Rental Agreement may conflict with these Rules and Regulations, the requirements of the Rental Agreement shall supersede these Rules and Regulations within the Dodge County Fairgrounds for the duration of the event.

**200. PENALTIES** – Any person who willfully violates any these rules and regulations during an event at the Dodge County Fairgrounds is guilty of a misdemeanor criminal offense pursuant to Section 38.01 of the Minnesota Statutes. Offenses are punishable by a fine of not more than \$1,000 and/or a jail term of not more than 90 days upon prosecution for that offense. A violation of these rules and regulations may also be grounds for being barred from Dodge County Fairgrounds property for a period of time at the discretion of Dodge County Administration staff and/or Dodge County Attorney's Office staff to the extent needed to insure public health and safety.

**300. DISORDERLY CONDUCT** – No person shall engage disorderly conduct as set forth in Minnesota Statutes Section 609.72. This includes:

- A. engaging in brawling or fighting;
- B. disturbing a lawful assembly or meeting, not unlawful in its character;
- C. engaging in offensive, obscene, abusive, boisterous, or noisy conduct or language tending reasonably to arouse alarm, anger, or resentment in others;
- D. refusing to comply with The Midway rules and regulations as directed by Dodge County Administration staff in a manner which threatens to provoke a breach of the peace.

**400. EXCESSIVE NOISE** – No person shall use amplified speakers and public address systems without advance permission of the Dodge County Administration staff or their designee. Making noise which is loud enough to disturb others in the vicinity is prohibited. Violating posted quiet hours at the Dodge County Fairgrounds after 11:30 p.m. and prior to 7:00 a.m. daily is prohibited. When the County's policy on noise doesn't address a specific noise issue, the County will defer to the City of Kasson's Noise Ordinance.

**500. VANDALISM** – No person shall destroy alter, injure or remove any real or personal property, improvements to real property, or vegetation at The Midway for exhibition purposes.

**600. SANITATION** – All waste generated on site shall be properly disposed of in accordance with the Dodge County Solid Waste Ordinance and MPCA rules. Disposal of solid waste within The Midway which was generated outside of the Midway and the Dodge County Fairgrounds is prohibited.

**700. FIRES** – No person shall have a campfire during an event at The Midway.

**800. LICENSED MOTORIZED VEHICLES** - No person shall operate licensed motor vehicles except on improved roads and in designated parking areas at The Midway, except as needed by Facilities and Building Operations Staff in connection with maintenance activities. Temporary exceptions to this requirement may be permitted with the advance permission of the Dodge County Administration staff as needed in order to provide access for disabled visitors to specific areas of The Midway not served by improved roads. No person shall operate a licensed motor vehicle at greater than the posted speed limit on public right of ways within the fairgrounds or in a manner which places the public in the surrounding area at significant risk of harm.

**900. MOTORIZED RECREATIONAL VEHICLES** – No person shall operate motorized recreational vehicles on The Midway concrete including, but not limited to trail bikes, all-terrain vehicles, etc. No person shall operate golf carts or mopeds on The Midway concrete. Temporary exceptions to this requirement may be permitted with the advance permission of Dodge County Administration staff as needed in order to provide access for disabled visitors to specific areas of the fairgrounds not served by improved roads. While use of bicycles and in-line skates is permitted on improved roads in the Dodge County Fairgrounds, no person shall use them in The Midway.

## **1000. DOMESTIC PETS –**

**A. Pet Control.** No person shall bring domestic pets to The Midway.

Exceptions:

- 1) However, certified service animals on a 6-foot-long leash are permitted with their owners in all areas of The Midway so long as they are not causing a disturbance to persons or other animals in the vicinity. Certification proof must be provided upon request.

**B. Pets Running at Large.** No person shall permit a domestic pet to run at large in The Midway. Domestic pets found running at large must be removed from The Midway upon a request by Dodge County Administration staff.

**C. Clean Up of Pet Feces.** No person shall fail to clean up after their domestic pet and properly dispose of any feces deposited in The Midway.

**D. Dangerous Dogs.** No person shall possess or control a dangerous dog at The Midway. A "dangerous dog" means any dog that has:

- 1) when unprovoked, inflicted bites on a person, domestic animal, or captive wild animal; or
- 2) when unprovoked, chased or approached a person, domestic animal, or captive wild animal in an apparent attitude of attack; or
- 3) has a known propensity, tendency, or disposition to attack unprovoked, causing injury or otherwise threatening the safety of persons, domestic animals, or captive wild animals.

- 4) If a dog is determined to be "dangerous" by Dodge County Administration staff or by another government entity, the dog must be immediately removed from The Midway by the owner or person in possession or control of the dog, and the dog will be permanently barred from returning to The Midway. This includes any dogs that are designated service animals.

**E. Barking Dogs.** No person shall possess or control a dog in The Midway which barks, whines, howls, bays, cries or makes other noise excessively so as to cause annoyance, disturbance or discomfort to any individual provided that such noise lasts for a period of more than five minutes continuously or intermittent barking that continues for more than one hour and is plainly audible outside an area where the dog is kept. It shall not be a violation of this section if the dog was barking, crying or making other noise due to harassment or injury to the dog or a trespass upon The Midway premises where the dog is located such as a motor vehicle. Any dogs found to be in violation of this requirement must be removed from The Midway and Dodge County Fairgrounds by the owner or person in possession and control of the dog upon request by Dodge County Administration staff.

**1100. THE MIDWAY HOURS** – With the exception of the streets that run through the Dodge County Fairgrounds, no person other than Dodge County Administration staff, County Facilities and Building Operations staff or law enforcement shall be present in The Midway from 12:00 a.m. to 5:00 a.m. daily without the permission of the Dodge County Administration Office.

**1200. POSSESSION AND USE OF DANGEROUS WEAPONS –**

A. Possession or use of a dangerous weapon is prohibited on County property. No person shall possess or use firearms, explosives, slingshots, bows and arrows, and other weapons in The Midway, except as needed by Facilities and Building Operations Staff for necessary animal control measures or in emergency situations.

Exceptions:

- 1) Individuals legally in possession of a firearm for which they hold a valid permit, if required, and said firearm is secured within an attended personal vehicle or concealed from view within a locked unattended personal vehicle.
- 2) A person who is showing or transferring the weapon or transferring the weapon or firearm to a law enforcement officer as part of an investigation. No permit to carry holder shall fail to carry their permit with them or fail to properly carry or secure their firearm at all times at the Dodge County Fairgrounds.
- 3) Law enforcement officers and individuals who are in possession of a weapon or firearm in the scope of their official duties.

**1300. USE OF TOBACCO PRODUCTS, ELECTRONIC DELIVERY DEVICES, AND CANNABIS AND HEMP PRODUCTS, AND USE, SALE & DISPLAY OF CANNABIS PRODUCTS**

- A. No person shall use tobacco products inside The Midway as required by the Minnesota Clean Indoor Air Act.
- B. No person shall use electronic delivery devices inside The Midway as required by the Minnesota Clean Indoor Air Act. Dodge County observes and supports the Minnesota Clear Indoor Air Act. All County buildings, including The Midway, in their entirety, shall be designated as tobacco free, meaning that smoking in any form (through the use of tobacco products (pipes, cigars, and cigarettes)) or "vaping" with e-cigarettes is prohibited while in a County facility.

C. No person shall use cannabis flower, cannabis products, low-potency hemp edibles, or hemp derived consumer products in any areas on The Midway property.

“Cannabis product” means any of the following:

1. Cannabis concentrate as defined in Minn. Stat. Sec. 342.01, Subd. 15;
2. A product infused with cannabinoids, including but not limited to tetrahydrocannabinol, extracted or derived from cannabis plants as defined in Minn. Stat. Sec. 342.01, Subd. 19, or cannabis flower as defined in Minn. Stat. Sec. 342.01, Subd. 16; or
3. Any other product that contains cannabis concentrate.

“Hemp derived consumer products” means a product intended for human or animal consumption, does not contain cannabis flower or cannabis concentrate, and;

1. Contains or consists of hemp plant parts as defined in Minn Stat. Sec. 342.01, Subd. 37;
2. Contains hemp concentrate or artificially derived cannabinoids in combination with other ingredients as defined in Minn Stat. Sec. 342.01, Subd. 37.

“Low-potency hemp edible” means any of the following as defined in Minn. Stat. Sec. 342.01, Subd. 50:

1. Is intended to be eaten or consumed as a beverage by humans;
2. Contains hemp concentrate or an artificially derived cannabinoid; in combination with food ingredients;
3. Is not a drug;
4. Consists of servings that contain no more than five milligrams of delta-9 tetrahydrocannabinol, 25 milligrams of cannabinol, or any combination of those cannabinoids that does not exceed the identified amounts;
5. Does not contain more than a combined total of .5 milligrams of all other cannabinoids per serving;
6. Does not contain an artificially derived cannabinoid other than delta-9 tetrahydrocannabinol;
7. Does not contain a cannabinoid derived from cannabis plants or cannabis flower; and
8. Is a type of product approved for sale by the office or is substantially similar to a product approved by the office, including but not limited to products that resemble nonalcoholic beverages, candy, and baked goods.

It includes but not limited to cannabis related products, beverages, edibles, their electronic equivalents such as electronic devices, hemp derived consumer products as defined in Minn. Stat. Sec. 342.01, Subd. 37 and low-potency hemp edibles as defined in Minn. Stat. Sec. 342.01, Subd. 50.

D. No person shall sell or display cannabis products in any areas of The Midway. However, sale or display of cannabis related products such as empty cannabis product containers which do not actually contain any cannabis, products which contain cannabis related messages, and other products such as candles, soaps etc. which may contain cannabis derivatives, but are not intended for human consumption, are not subject to this ban.

**1400. FIREWORKS** – No person shall use fireworks at The Midway except in connection with an event where a person or an organization has leased space from the Dodge County Agricultural & Mechanical Society or the County and only following issuance of a valid fireworks display permit from the Dodge County Finance Department.

**1500. PRIVATE BUSINESS OPERATIONS AND SOLICITATION** - No person, business or organization shall operate a private business, post or distribute advertising materials or solicit private business at The Midway except from paid exhibitor/vendor space leased from the County without the express written consent of the Dodge County Administration staff or their designee. Any violation of this rule will result in being asked to vacate leased space at The Midway without a refund of the rental fee.

**1600. ALCOHOLIC BEVERAGES** – No person aged 21 years or older shall possess or consume of alcoholic beverages outside of those areas designated by the Dodge County Administration Office or their designee. No person aged 20 years and younger shall possess or consume alcoholic beverages in any areas within The Midway.

**1700. CONTROLLED SUBSTANCES** – No person shall possess or use illegal controlled substances as defined in Chapter 152 of the Minnesota Statutes and which are not prescribed by a physician for use by the possessor in any areas within The Midway.

## Section 1800. DRONES

- A. No person shall operate a drone (unmanned aerial vehicle) in the airspace above The Midway unless the drone operator meets all applicable F.A.A. requirements as set forth in Chapter 1, Subchapter F, Part 107, Subpart D, of Title 14 of the Code of Federal Regulations, as amended.
- B. Drone operators using drones that must be registered with the FAA must carry their actual remote pilot certificate and a form of identification to be produced if requested by law enforcement.
- C. No drone operator shall direct a drone to takeoff or land within the boundaries of the Dodge County Fairgrounds except as part of a drone light show approved by the County which meets the requirements in Subdivision E below.
- D. No drone operator shall operate a drone within a 500-foot radius of the Dodge County Sheriff's Office First Aid facility or Incident Command Center located at the Dodge County Fairgrounds.
- E. Drone light shows are a permitted use over The Midway provided all of the following criteria are met:
  - 1) Drone light show operators must have signed a written agreement with the County prior to the show that sets forth the conditions under which the show may occur. This shall include, but is not limited to, prior notice to County staff of the start time and end time of the show and the specific location where the drone light show will occur.
  - 2) Drone light shows shall only take place over areas of The Midway where no spectators other than drone light show staff are situated beneath the drones.

- 3) Drones participating in drone light shows over The Midway shall be used only for that purpose.
- F. No drone operator shall operate a drone inside The Midway at the Dodge County Fairgrounds without obtaining advance written approval of a proposed flight plan from Dodge County Administration Office.

**1900. PROTESTS/DEMONSTRATIONS** – No person shall participate in a protest/demonstration at the Dodge County Fairgrounds outside of the location designated by the Dodge County Administration Office. No person shall obstruct the entrances or exits to The Midway and/or Dodge County Fairgrounds or of the public right of ways within and adjacent to The Midway in connection with any protest/demonstration.